

Page 109

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE EASTERN DISTRICT OF VIRGINIA  
3 RICHMOND DIVISION

5 CHMURA ECONOMICS & ANALYTICS, LLC  
Plaintiff

vs. Case No. 3:19-CV-00813

8 RICHARD LOMBARDO

## Defendants

Taken at:

McGuire Woods, LLP  
Gateway Plaza  
800 East Canal Street  
Richmond, VA

24 Kelliann D. Linberg, RPR, Notary Public

Page 110

1 APPEARANCES: (Via Videoconference)

2 On behalf of the Plaintiffs:

3 Koehler Fitzgerald, LLC  
CHRISTINE M. COOPER, ESQ.  
4 1111 Superior Avenue E  
Ste 2500  
5 Cleveland, OH, 44114  
Ccooper@koehler.law  
6 216-539-9370.

7

8

9 On behalf of the Defendants:

10 McGuire Woods, LLP  
HEIDI SIEGMUND, ESQ.  
11 Gateway Plaza  
800 East Canal Street  
12 Richmond, VA, 23219-3916  
Hseigmund@mcguirewoods.com.  
13 804-775-100

14

15 ALSO PRESENT:

16 RICHARD LOMBARDO  
17 JOHN CHMURA, via Zoom

18

19

20

21

22

23

24

25

Page 111

1 TRANSCRIPT INDEX  
2

3	APPEARANCES.....	110
4	INDEX OF EXHIBITS.....	112
5		
6	EXAMINATION OF LESLIE PETERSON:	
7	BY MS. COOPER.....	114
8	.	
9		
10		
11		
12		
13	REPORTER'S CERTIFICATE.....	262
14		
15		
16	EXHIBIT CUSTODY:        RETAINED BY COURT REPORTER	
17		
18		
19		
20		
21		
22		
23		
24		
25		

Page 112

	INDEX OF EXHIBITS		
	Number	Description	Marked
1	Defendant's		
2	Exhibit G	Previously Marked Copy of Letter Dated 3/28/2019 to Mr. Lombardo	161
3			
4	Exhibit I	Copy of Handwritten Notes	166
5			
6	Exhibit R	Copy of Email Dated 8/31/2017 Bates Labeled CHMURA000083-88	171
7			
8	Exhibit Q	Previously Marked Copy of Employee Handbook	177
9			
10	Exhibit J	Copy of Richard Lombardo Commission Report 10-16 to 02-17, Bates CHMURA000131	184
11			
12	Exhibit K	Copy of Richard Lombardo Sales Commission, Bates CHMURA000132	184
13			
14	Exhibit AG	Copy of Excel/Native Version of Exhibit J, Placeholder, CHMURA000131	186
15			
16	Exhibit AH	Copy of Excel Spreadsheet for March 2017 through September 2019	195
17			
18	Exhibit V	Copy of Chmura Economics & Analytics, LLC's Objections and Responses to Richard Lombardo's First Interrogatories with Verification Page	221
19			
20	Exhibit AA	Confidential Copy of Pricing Matrix Bates CHMURA0204226	233
21			
22	Exhibit AB	Confidential Copy of Pricing Matrix Bates CHMURA0204227	239
23			
24			
25			

Page 113

1      Exhibit N      Previously Marked Copy of      243  
2                          Email Dated 1/127/2017 from  
3                          Leslie Peterson, Bates  
4                          Chmura0056740  
5  
6      Exhibit S      Previously Marked Copy of      244  
7                          Standard Operating Procedures  
8                          Dated 4/5/2019  
9  
10     Exhibit T      Previously Marked Copy of      246  
11                          Email with Standard Operating  
12                          Procedures Dated 7/10/2019  
13                          Attached  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1                   LESLIE PETERSON, being previously sworn and  
2 with the previous agreed upon stipulation regarding the  
3 need for this deposition to take place remotely because  
4 of the Government's order for social distancing, said  
5 as follows:

EXAMINATION OF LESLIE PETERSON, VOL. II

7 | BY MS. COOPER:

8 Q. Good morning, Ms. Peterson.

9 A. Good morning.

10 Q. I want to pick up, I think, where we left  
11 off, at least. There may be some duplication as we  
12 pick up where we were.

13 MS. COOPER: Are you guys having an okay  
14 time hearing me?

15 MS. SIEGMUND: Yes. I am going to turn you  
16 up at bit. Before you get started, Ms. Peterson has  
17 something she wants to correct from her deposition on  
18 Thursday that she wanted to correct.

19 A. On the offer letter, I found an email and  
20 talked with {audio distortion issue -- indiscernible }  
21 and I signed it.

22 | (Reporter asked for clarification).

23           A.       I found an email, and I spoke with John  
24 Chmura, and he wrote the offer letter. I reviewed it  
25 and said it is good to go.

Page 115

1 Q. Did you sign the offer letter?

2 A. It had my signature on it when I reviewed  
3 it.

4 Q. I want to turn to -- back to Exhibit A,  
5 Defendant's Exhibit A. I will put that up on the  
6 screen.

7 Q. And turning your attention to -- well, let  
8 me sort of scroll through it for a second. This is the  
9 Notice of Deposition that we looked at last week, and  
10 as we discussed, you were designated as a corporate  
11 representative to testify about certain topics. I want  
12 to turn your attention to Topic Number 12, "Job duties  
13 of account manager and senior account manager between  
14 February 1, 2015 and October 31, 2019." You were  
15 designated as the corporate representative to testify  
16 on this topic, correct?

17 A. Yes, ma'am.

18 Q. Can you walk me through the job duties of  
19 an account manager during that time frame?

20 A. The job duties of an account manager was to  
21 prospect potential clients, to set up a demo of JobsEQ,  
22 our technology platform, to actually do the demo, to  
23 close within a reasonable time, to counsel/advise the  
24 client if there was funding issues. After closing the  
25 deal, to appropriately document himself or -- and

Page 116

1 through the accounting department, the details of the  
2 license agreement, the regional territory of the  
3 license, and the price and the terms of renewal.

4 To contact that client on a quarterly basis  
5 to ensure that that client was using the product, and  
6 and to determine if that client needed additional  
7 training or help in any way from Chmura. And send out  
8 a customer satisfaction survey 60 days prior to renewal  
9 to determine the satisfaction level of that client with  
10 the product and with Chmura, the sales team, and then  
11 to ensure that this client renewed.

12 Q. Were there any other job duties of an  
13 account manager that you can think of?

14 A. So this was a start-up sales team and some  
15 of the things that we made decisions around were new.  
16 I suppose there was product, but to what -- there was a  
17 good deal of travel involved and outward public facing  
18 meetings. So we had to get a comfort level that the  
19 account managers could do that. And, generally, by the  
20 time they became a senior account manager, we had the  
21 confidence that they could manage all of that on their  
22 own.

23 Q. When you say, manage all of that on their  
24 own, what are they managing on their own?

25 A. Manage the conferences that they wanted to

Page 117

1 attend, take care of their hotel and registration, to  
2 do that in a manner that was ethical and appropriate in  
3 terms of how they used the company credit card to pay  
4 for travel and conferences, and have, traditionally,  
5 maturity and act in a manner that was appropriate and  
6 ethical. And we felt like --

7 Q. Did you not -- I'm sorry, go ahead.

8 A. No, that's fine. Go ahead.

9 Q. Did you not expect those same expectations  
10 out of an account manager?

11 A. After you become comfortable with the  
12 product and the culture of Chmura, and you prove  
13 yourself to be an ethical person, you get more  
14 opportunities for independence and to manage more of  
15 the functions that Operations doesn't have to manage  
16 for you.

17 Q. Can you give me some specific examples of  
18 things that a senior account manager would manage that  
19 an account manager did not manage?

20 A. Account managers went to the conferences  
21 that we selected. A senior account manager was able to  
22 advise us on which conferences they chose to attend  
23 because they had some senior knowledge and talent  
24 around those conferences, so that we had the best  
25 return on investment possible.

1           Q.     Other than choosing conferences, does a  
2 senior account manager have any different job duties  
3 than that of an account manager?

4           A.     A senior account manager was more  
5 intimately involved in marketing. They were more  
6 involved in the innovation. They brought in more  
7 intelligence from the industry about what needed to be  
8 added to our internal road map because they had more  
9 knowledge about the industry, and that's why they  
10 became a senior account manager over an account  
11 manager.

12               When an account manager comes in and they  
13 have never sold software, let's say they sold vacuum  
14 cleaners, or they were in collections, but they had no  
15 experience in software sales, then that person had to  
16 be inundated and immersed into the tech world. And  
17 that takes several months to take somebody that maybe  
18 takes -- maybe it's been six -- maybe it takes them six  
19 years to get a four-year degree, and maybe they moved  
20 from collections to sell vacuum cleaners. And to get  
21 them ready to be in the tech world, with economists,  
22 that's a very sophisticated industry, you are expected  
23 to be on point at all times. There is a point at which  
24 you -- being an account manager involves that, step up  
25 to that challenge and deliver.

Page 119

1           Q.     How did the determination to move from --  
2 move a salesperson from the account management position  
3 to senior account management position be made?

4           A.     At the time that we are talking about,  
5 Mr. Lombardo, we did not have product managers, so  
6 Austen and Rick were our product advisers. And so we  
7 relied heavily on their insight into the clients'  
8 needs. You know, what keeps you up at night, what do  
9 you need? We relied heavily on that intelligence to be  
10 more strategic in how we prioritized the road map.

11          Q.     But just generally speaking, how would a  
12 salesperson move from the account manager position to a  
13 senior account manager position? How would that  
14 happen?

15          A.     I don't know what "generally speaking"  
16 means.

17          Q.     When a salesperson is moved from a -- how  
18 does Chmura decide when a salesperson was ready for the  
19 senior account manager title?

20          A.     Well, in Mr. Lombardo's situation, he asked  
21 for it and we talked about it, and we understood that  
22 he was ready to move to the next level. And so we all  
23 agreed -- it is a consensus based organization. We  
24 don't make decisions by one person.

25                   So we, senior leadership, decided that Rick

Page 120

1 was valuable to us in terms of adding -- I mean, there  
2 are 300 logs of him asking for GDP, 300 logs of that.  
3 So he was our product developer. In smaller  
4 innovations, you have to understand we wear a lot of  
5 hats.

6 Q. I understand that. I don't think you are  
7 answering my question, though. Let me take a step  
8 back. Was there a written job description for account  
9 managers?

10 A. There was not.

11 Q. Was there a written description for senior  
12 account managers?

13 A. There was not.

14 Q. Were Mr. Steele and Mr. Lombardo the only  
15 two senior account managers during Mr. Lombardo's  
16 employment?

17 A. Yes. To the best of my knowledge, that is  
18 true.

19 Q. When did Mr. -- sorry, go ahead.

20 A. No, they were A players. It was -- we  
21 depend on each one of them. The question that you are  
22 asking was May 17 of 2016?

23 Q. Mr. Lombardo became a senior account  
24 manager on May 17, 2016?

25 A. To the best of my ability to remember, that

Page 121

1       is the right month.

2           Q.     Who made the decision to give the promotion  
3       to senior account manager?

4           A.     The SEA Group.

5           Q.     I want to step back and walk through these  
6       job duties with you. First, with respect to account  
7       manager, you said that one of the job duties was to  
8       prospect clients. Can you explain to me what that is  
9       or what that means?

10          A.     That means that you do research to figure  
11       out who the person in the organization is that you need  
12       to reach out to; that is, a user of technology that can  
13       get to the decision maker to adopt technology. That's  
14       what prospecting is. It is getting to the right  
15       person. Is that your question? Did I answer your  
16       question?

17          Q.     Yes, you did. You did.

18          A.     Okay.

19          Q.     And then you said that the account manager  
20       was responsible for setting up demos and -- we will  
21       just stop at setting up demos. Can you explain that a  
22       little bit further?

23          A.     Setting up demos? That means getting on  
24       the calendar, being prepared to do the demo in a  
25       customized manner that answers their pain point, what

1 keeps you up at night.

2 Q. And then you said that an account manager  
3 was responsible for doing the demo. What did that  
4 mean?

5 A. So when you come in from like, let's say an  
6 industry that you have no knowledge of -- economics is  
7 a pretty sophisticated social science industry. And  
8 let's say you come from vacuum cleaners or horse  
9 medicine, or whatever, and you have no clue about the  
10 differences between a social science and a physical  
11 science, like chemistry and biology, so you have to  
12 understand the laws of economics and underlying  
13 assumptions. So that's a daunting task for anyone  
14 that's never been exposed to understanding economics  
15 theory. Did I answer your question?

16 Q. I'm not sure. You mentioned one of the job  
17 duties of an account manager is to do the demo. Is  
18 it --

19 A. You can't do a demo unless you understand  
20 the fundamentals of economics.

21 Q. I understand that, but what does doing a  
22 demo mean? If an account manager is doing that demo,  
23 what does that mean?

24 A. That means they are on a shared screen and  
25 they are going through analytics and our technology

Page 123

1 platform, which is JobsEQ, and they are doing it in a  
2 manner that answers that client's pain point.

3 Q. So the demo would be between the account  
4 manager and the prospective client; is that correct?

5 A. We expect that by our six months period.  
6 In the three months, one to three month period, we  
7 expect them to be demo ready internally, and then they  
8 can demonstrate between three months and six months  
9 when they are successfully doing a demo with a client  
10 on their own. They don't have to have an economist  
11 sitting there with them.

12 Q. Who are the economists at Chmura at the  
13 time Mr. Lombardo was employed?

14 A. I'm sorry, there's some kind of noise. Do  
15 you hear that? It's like a --

16 MS. SIEGMUND: Yeah.

17 {Technical issues addressed}.

18 A. Can you repeat the question? I'm sorry,  
19 Christine.

20 Q. I may be moving on to another question, so  
21 forgive me.

22 When an account manager is doing a demo, it  
23 would be the account manager on their computer doing a  
24 demo to a potential customer on the potential  
25 customer's computer; is that correct?

Page 124

1           A.     Yes, it's like, GoToMeeting or Zoom or  
2 anything like that, like we are doing right now.

3           Q.     And then you said that one of the  
4 expectations for an account manager was that they  
5 closed within a reasonable time. First of all, can you  
6 define "closed" for me, what you mean by that?

7           A.     That you won a client.

8           Q.     And what does Chmura consider a reasonable  
9 time?

10          A.     Well, that is a great question. There are,  
11 in our business to government clients, there are cycles  
12 of budgets. And depending on when you get that demo  
13 completed within their budget process, it could be --  
14 it could be nine months, it could be 12 months, it  
15 could be today. It varies.

16          Q.     So there was no set time as to what Chmura  
17 considered a reasonable time to close after a demo; is  
18 that fair?

19          A.     It depended on the client and if they would  
20 be G to B. B to B doesn't have those government  
21 imposed budgetary profit fees that G to B has. B to B  
22 does not have those barriers that B to G has. Let me  
23 be --

24          Q.     So what was Chmura's expectations with what  
25 you say, B to G? Is that business to government?

Page 125

1           A.       Yes.

2           Q.       What was the expectation with the business  
3           to government concerning prospects?

4           A.       The expectation was that you understand the  
5           B to G business cycle: Were they annual? Did they go  
6           January to December? Did they go July 1 to June 30th?

7                   And in that understanding, you had to -- we  
8           asked that you get very specific in setting up demos in  
9           the budgetary planning process, which can be February  
10          to May.

11          Q.       And what if --

12          A.       Or if your fiscal year was January -- or  
13          July 1 to June 30th.

14          Q.       And B to B is business to business,  
15          correct?

16          A.       It is.

17          Q.       What was the expectation with respect to a  
18          reasonable time to close after a demo with business to  
19          business?

20          A.       As soon as possible.

21          Q.       What was the average close rate or close  
22          time between a demo and signing --

23          A.       There --

24                   MS. SIEGMUND: Wait until --

25          A.       There is not --

Page 126

1           Q.     Yeah, let me finish my question. What was  
2     the average time between a business to business from a  
3     demo to closure, if you know?

4           A.     I don't have that number.

5           Q.     Were account managers -- we had discussed  
6     that account managers were doing these demos from their  
7     computers. Were they -- at the time they were doing  
8     the demos, were they located in -- I guess, in their  
9     office -- in a Chmura office when they were doing these  
10    demos?

11          A.     Not always.

12          Q.     Where else would they be if they were doing  
13    a demo?

14          A.     They might be at a conference or they might  
15    be at the customer's location on site.

16          Q.     How often would an account manager go to an  
17    on-site -- go to a client on site?

18          A.     I don't have that number.

19          Q.     You also mention one of the job duties of  
20    an account manager was to counsel a client. Can you  
21    explain that a little bit more?

22          A.     As you get inside an organization and you  
23    are dealing with the data people that are reporting to  
24    their management, to a board, and they don't have a big  
25    picture of funding. So if you are counseling a client

Page 127

1       that's in workforce, for example, you need to  
2       understand the Workforce Investment and Opportunity Act  
3       in depth to be able to advise what the law allows in  
4       terms of funding for services.

5                   And that is a visual -- they might not know  
6       that. They might not know that they can take JobSEQ  
7       and put it in something other than administrative  
8       funds; for example, program funds, where you have  
9       counselors that are seeing job seekers on a daily  
10      basis. And that's under the program funds and not the  
11      administrative funds. You need to be able to advise  
12      them, Hey, you can do that and it is legal.

13                  Q.     So if --

14                  A.     Did you understand that? Did you  
15      understand that?

16                  Q.     I think I do, but I am asking some  
17      follow-up questions on it.

18                  A.     Okay.

19                  Q.     The Workforce Investment Opportunity Act,  
20      what is that?

21                  A.     That is a federal program under the  
22      Department of Labor where funds are sent to the state,  
23      each state, and it's based on need. It's something --  
24      some of it you are seeing right now with Covid. But  
25      the need is based, traditionally, on unemployment

Page 128

1 rates.

So each state has these funds that come down from the Department of Labor, and they take the 15% to do the administrative piece at the state level. And the chief locally elected officials, called CLEOs, are responsible for the release of fiduciary disbursement of those funds at the local level. So you can imagine it gets pretty political pretty quickly at the local level. So you have to know the law, and our folks know that. They get to be experts in WIOA pretty quickly.

12 Q. And how do they develop, or how do they  
13 become experts in that?

14           A.     Well, I'm a subject matter expert. I ran a  
15 Workforce Investment for four years, so I am the go-to  
16 person at Chmura for that.

17 | 0. But the account --

18           A.     You learn a lot in conferences. They learn  
19 more at conferences.

20 Q. Would account managers be expected to  
21 advise prospective clients as to their legal rights  
22 under that Workforce Investment Opportunity Act?

23 MS. SIEGMUND: Object to the form of the  
24 question.

A. I don't think that that's what we are

Page 129

1 talking about. They provide insight into the law, but  
2 they do not legally counsel them.

3 Q. Can you describe to me the difference?

4 A. We don't act in a legal capacity with our  
5 client. We are advisers.

6 Q. What type of advice are you -- would an  
7 account manager give to a prospective client, or  
8 clients, regarding the Workforce Investment Opportunity  
9 Act?

10 A. As we discussed earlier, for the awareness  
11 of budgetary cycles, an awareness of the barriers that  
12 go along with job seekers that are taking advantage of  
13 these funds, and it is being able to advise which  
14 funding stream that you can put a technology platform  
15 under, like JobsEQ, and it satisfies the requirement of  
16 WIOA.

17 Q. And an account manager would be expected to  
18 understand the budgetary cycles and categories --  
19 category spending that can be used to purchase JobsEQ;  
20 is that fair?

21 A. That's up to them. If they want to be an A  
22 player, they will do that. If they want to be a B  
23 player, they won't.

24 Q. And then would an account manager  
25 communicate that to the prospective client, or client?

Page 130

1           A.     Communicate what?

2           Q.     The budgetary cycle, or what they  
3 understood the budgetary cycle to be?

4           A.     There are a lot of clients in WIOA that  
5 don't understand WIOA. It is unfortunate, with our  
6 taxpayer money, right? It is unfortunate, but it  
7 happens a lot.

8           Q.     So the account manager then would walk them  
9 through that; is that fair?

10          A.     Walk them through.

11          Q.     I think -- are you calling it WIOLA? Is  
12 that how you're saying it?

13          A.     WIOA. That's the industry -- that's how  
14 the industry speak.

15          Q.     I want to speak like that, so I am going to  
16 use it. So I want to say it, too.

17          A.     It's WIOA.

18          Q.     WIOA. I got it. Would an account manager  
19 talk to a prospective client, or client, about the  
20 budgetary cycles set forth in WIOA?

21          A.     I mean, they -- like I said, if they want  
22 to be an A player, they will. If they are satisfied  
23 with the status quo, they might not. They might just  
24 do the same demo that they would do for an economic  
25 developer, or that they would do for a workforce

Page 131

1 client. It depends on the sophistication of that  
2 employee. There is no requirement there. Is that  
3 clear? I want to be clear. Is that clear?

4 Q. It's clear to me, yes.

5 A. Okay.

6 Q. You also said the job requirements for  
7 account manager was to document in Salesforce. Was  
8 Salesforce the primary CRM platform that Chmura used?

9 A. Yes.

10 Q. And so was an account manager required to  
11 put any communications that they had with a prospective  
12 client, or client, in Salesforce?

13 A. Yes.

14 Q. What other types of information was an  
15 account manager required to document in Salesforce?

16 A. I don't understand the question.

17 Q. Was all information pertaining to -- well,  
18 let me go back. How did an account manager use  
19 Salesforce?

20 A. So they documented phone calls, emails,  
21 opportunity status, the details of the region. The  
22 status was where they are enclosing any information  
23 that is needed to understand the life cycle of that  
24 client.

25 Q. And then another one of the job

Page 132

1 requirements you mentioned was to -- an account manager  
2 was to ensure that the client is using the platform  
3 and --

4 A. Yeah, that's very important, yeah.

5 Q. And how would an account manager go about  
6 doing that?

7 A. Well, in today's environment, it is going  
8 to change, but the account managers have historically  
9 enjoyed the Friday Morning Usage Report. That Friday  
10 Morning Usage Report details the usage from all  
11 clients. And each account manager has historically had  
12 access to that, and that's changing, but for today,  
13 that's the situation.

14 Q. But when Mr. Lombardo was employed, he  
15 would have had that Friday Morning Report?

16 A. Oh, yeah. Oh, yeah, he had access to  
17 all --

18 Q. What was the expectation for an account  
19 manager once they got that information, or that usage  
20 report, what was the expectation that an account  
21 manager would do with that report?

22 A. If there is no useage and people are not  
23 using, you have got to get in there and figure out  
24 what's the problem. Is it training, is it the wrong  
25 person on the platform? How can we get you to use

Page 133

1       JobsEQ?

2                   Because that's the secret to renewal. And  
3       if you don't have the right person using it, then you  
4       need to help them figure out who in their organization  
5       is the right person. And it is difficult when you've  
6       got a shop of three people.

7                   You know, when you are a small innovation  
8       and you've got a shop of three people, you've got to  
9       make technology a priority, and they often balance  
10      technology and data with implementation programs. And  
11      that becomes so political and so amorphous, that it is  
12      hard to be data driven in some of these environments  
13      that we are in.

14       Q.     How would an account manager, I think your  
15       word was, get in there, to ensure that the client was  
16       using it, or to -- let me rephrase that.

17                   How would an account manager follow-up with  
18       a client regarding their usage?

19       A.     They have the option to go by email and the  
20       phone. They are also --

21       Q.     So --

22       A.     They are also on track so they can monitor  
23       the questions that are coming in that reflect they  
24       don't have a certain level of knowledge or that they  
25       are super users and they don't need any help.

Page 134

1           Q.     You also mentioned that one of the job  
2 requirements was to obtain a customer satisfaction  
3 survey.

4           A.     Yes.

5           Q.     Can you explain what the customer  
6 satisfaction survey is?

7           A.     It consist of about 15 questions to  
8 determine the characteristics of the user in terms of  
9 their knowledge of the platform and their satisfaction  
10 with the platform. It is also a very good way to get  
11 information for the road map, things that they would  
12 like to see added. And so the account manager uses  
13 that to ensure that they care enough about that  
14 information for the company and for their client to be  
15 more strategic.

16          Q.     And you mentioned another one of those type  
17 of job duties was ensure client renewal. Can you  
18 explain that a little bit?

19          A.     You are coming up on 60 days before  
20 renewal, and you have taken the steps laid out for you,  
21 quarter by quarter, with touch points to there, so that  
22 you have confidence that client is going to renew and  
23 you are not surprised when they don't.

24          Q.     How many touch points was an account  
25 manager expected to make throughout -- after closing a

Page 135

1 sale prior to renewal?

2 A. As we previously discussed, it is  
3 quarterly.

4 Q. You also mentioned that one of the job  
5 duties of an account manager was to travel. And I may  
6 not have gotten all of your answer down, but forgive  
7 me, where would an account manager travel to?

8 A. They would travel onsite to clients to do  
9 demos, and they would travel to conferences. And they  
10 would travel between the Cleveland office and the  
11 Richmond office. We had sales summits, and they would  
12 come down for that, and it would be, you know, an  
13 immersive experience where we would get to see and hear  
14 from them, strategically, what their plans were for the  
15 next year in terms of how they were going to manage  
16 their -- not manage -- how they were going to manage  
17 getting their client and retaining clients.

18 So it was very personal. And they got to  
19 share with us on a very detailed level what their plans  
20 were. This is their plans, not ours.

21 Q. Within a year, take 2019 for example, how  
22 frequently did an account manager travel to an onsite  
23 client visit?

24 A. So you're a couple of steps removed with me  
25 on that. That was -- 2019 was largely coming through

Page 136

1       an interim account -- an interim sales manager to  
2       March, our interview with Eli in April. He got placed  
3       with Eli.

4                   So I know that we went from \$220,000 to  
5       \$150,000 that year for company profitability reasons.  
6       So it varied. It varied on, you know, depending on our  
7       profit.

8           Q.      What's the 220 to 150,000 number? What  
9       number is that you are going giving me?

10          A.     That's an expenditure number that's on our  
11       books based on what we were willing to invest in travel  
12       based on company profit, and nothing to do with the  
13       account managers.

14          Q.     I guess my question is, how many onsite  
15       visits did account managers make last year?

16          A.     I don't have those numbers, Christine. I  
17       just don't. You asked me that last week. I don't have  
18       those numbers.

19          Q.     What about how many conferences the account  
20       managers attended last year?

21          A.     Why are we focusing on 2019?

22          Q.     Just trying to give you a time frame.

23          A.     Well, I mean, let's talk about within the  
24       last five years. We went from attending 25 to 15. I  
25       mean, if the business cycle -- let me help you

Page 137

1 understand. Business cycles ebb and flow based upon  
2 profits and expenditures.

3 We added 18 people last year. We did not  
4 have the cash flow to support 25 conferences. So last  
5 year it was scaled back a bit. Does that answer your  
6 question?

7 Q. I think it does. So in 2019, the account  
8 managers attended approximately 15 conferences?

9 A. I don't know. I am giving you numbers that  
10 I can't support. I am just saying in the business  
11 cycle, things ebb and flow in terms of what you can  
12 spend on marketing and travel, and so 2019 was not one  
13 of our better years.

14 Q. Okay. As you sit here today, is it fair to  
15 say you don't know the specific number of onsite visits  
16 the account managers made in 2019?

17 A. No, I did not come prepared to discuss  
18 that.

19 Q. And is it fair to say you don't know the  
20 specific number of conferences that the account  
21 managers attended in 2019?

22 A. I am not prepared to give you a number.  
23 Sorry.

24 Q. What about for 2015 through 2018? Do you  
25 have numbers for those years?

Page 138

1           A.     I can give you investment numbers, and I  
2 gave them to you, but I am happy to repeat them,  
3 which mean --

4           Q.     Investment numbers?

5           A.     Investment numbers. Expenditures numbers.

6           Q.     Okay.

7           A.     220,000 is the range, to 150,000. The  
8 number of conferences, it changes every year because  
9 the account managers come back and they say, let's not  
10 do this one next year, or let's do this one next year.  
11 And they become advisers to management on what  
12 conferences we attend. Is that helpful? Does that  
13 explain it to you? I am trying to be precise.

14          Q.     You also mentioned that the account  
15 managers, one of the job duties is public facing  
16 meetings. Can you describe to me what that means?

17          A.     The public facing meeting? Yeah, sure, I  
18 am happy to. So you are not in the office. You are at  
19 a conference or at a client's location, or in a board  
20 room and you're speaking and representing Chmura.  
21 There are a lot of expectations around that in terms of  
22 professionalism.

23          Q.     And like with the conferences and the  
24 onsite visits, do you have a specific number of times  
25 you --

Page 139

1           A.     I do not have any numbers. I do not have  
2 any numbers --

3           Q.     Again, wait for me to finish my question so  
4 the record is clear.

5                   Do you have a specific number for the  
6 amount of public facing meetings the account managers  
7 attended?

8           A.     Finished?

9                   I don't.

10          Q.     Are there any other duties, as you sit here  
11 today, you can think of for an account manager before I  
12 move on to senior account manager?

13          A.     As I told you last week, senior account  
14 manager has a certain level of tenure, knowledge and  
15 skills and talent; that if you came in from the vacuum  
16 cleaners industry or collections industry, you would  
17 not have that on day one. It takes time to develop a  
18 senior account manager, and it takes respect and  
19 appreciation for what they do to support the company.  
20 So we are --

21          Q.     Let me pick that apart a little bit -- oh,  
22 go ahead.

23          A.     No.

24          Q.     Are the jobs -- are the actual job duties  
25 of a senior account manager any different than the job

Page 140

1       duties of an account manager, or are they just more  
2       senior and experienced than the account manager duties?

3           A.     As we discussed, an entry level account  
4       manager is not going to understand the laws of  
5       economics, they are not going to understand the client.  
6       It takes a while to do that. And that translates into  
7       productivity, and that translates into closing deals.

8                   That translates into developing the  
9       character of that individual. And in the spirit of  
10      continuous improvement, that involves shaping that  
11      person's character, helping them shape their character.  
12      And in the situation of Mr. Lombardo, that was a  
13      particular challenge.

14           Q.     But their day-to-day activities, what they  
15       did, their job duties, was a senior account manager's  
16       job duties, their actual duties that they did, were  
17       they the same as an account manager?

18           A.     No. I would say that an account manager  
19       doesn't get the opportunity to have client facings that  
20       a senior account manager has. There is a reputation  
21       risk here.

22           Q.     Okay. Were there any other differences  
23       between a senior account manager and an account  
24       manager?

25           A.     There are a lot of differences. It has to

Page 141

1 do with, mainly, ethics and trust. And those are hard  
2 things to measure and hard things to manage.

3 Q. Now, we have gone through the job duties of  
4 an account manager. We have gone through the job  
5 duties of a senior account manager. When Mr. Lombardo  
6 was an account manager, the job duties we just  
7 discussed, were those Mr. Lombardo's job duties as an  
8 account manager?

9 A. Were those the what?

10 Q. The job duties. When Mr. Lombardo was an  
11 account manager at Chmura, were his job duties any  
12 different than the ones we just discussed for an  
13 account manager?

14 A. His productivity, efficiency, his  
15 knowledge and his skill sets were totally different. I  
16 have been telling you over and over: Talent,  
17 knowledge, tenure.

18 Q. But when he was an account manager -- can  
19 you define for me what you consider a job duty? I  
20 think we are having a little disconnect. I want to  
21 understand what your understanding of job duty is.

22 A. Okay. Let me try to answer that in a  
23 manner that helps you. This is not a union. It is not  
24 a blue collar organization. We don't sell vacuum  
25 cleaners.

Page 142

1                 This is a professional business services  
2 industry, and with that comes knowledge of the product,  
3 knowledge of the industry. And that can't happen on  
4 day one as an account manager. That takes time to  
5 develop.

6                 Sorry. Is Mr. Lombardo in the room? I see  
7 you looking.

8                 Q. He is in the room. He has been with us for  
9 all the depositions, yes.

10                A. Okay. Good. Thank you for letting me  
11 know.

12                Q. Were the job duties you described for an  
13 account manager any different than the job duties  
14 Mr. Lombardo was expected to perform when Mr. Lombardo  
15 had the title of account manager?

16                A. I don't understand that question. Can you  
17 unpack it a different way?

18                Q. Well, Mr. Lombardo, his title when he  
19 started at Chmura, was account manager, correct?

20                A. Yes.

21                Q. And we just went through, and you listed  
22 for me a bunch of job duties that account managers had  
23 at Chmura, correct?

24                A. Yes.

25                Q. Were Mr. Lombardo's job duties as account

Page 143

1 manager, when he held that title, any different than  
2 the job duties you listed for me?

3 A. As we've discussed, his job duties became  
4 more proficient. He was rewarded for that, highly  
5 compensated.

6 Q. And was he rewarded by being given the  
7 title, senior account manager?

8 A. No, he was more immersed in the  
9 organization. He became a vital adviser to the road  
10 map.

11 Q. Why don't we talk about the road map for a  
12 second. What is the road map?

13 THE WITNESS: I need a break.

14 MS. SIEGMUND: Answer the question and then  
15 we can take a break.

16 A. Okay. As you have had several  
17 conversations with Chmura, the road map is our plan for  
18 innovation for JobsEQ.

19 MS. COOPER: Okay. We can take a break.

20 How long would you like to take, five  
21 minutes, 10 minutes?

22 THE WITNESS: Just need to go to the  
23 bathroom.

24 - - - - -  
25 (Short recess taken).

Page 144

1

- - - - -

2

BY MS. COOPER:

3

Q. I think we left -- where we left off before  
the short break was describing what the road map was.  
And I think you described it as a map for innovation.  
Can you tell me what -- how -- what was consisted on  
the road map?

4

A. Future analytics.

5

Q. What does that mean?

6

A. Future technology offering. Future  
benefits to clients.

7

Q. Can you tell me the way that something  
would be put on the road map?

8

A. There are multiple ways. Account managers  
are the primary advisers of the road map. There is  
also chat and other, customer satisfaction surveys.  
Multiple ways, yes.

9

Q. Were there any standard operating  
procedures regarding the road map?

10

A. Yes.

11

Q. Can you describe those?

12

A. No, I couldn't. I'm not the owner of the  
road map.

13

Q. Who is the owner of the road map?

14

A. Dave Terrano.

Page 145

1 Q. I'm sorry, can you say that again?

2 A. Dave Terrano.

3 Q. And is he an employee of Chmura?

4 A. Yes.

5 Q. When you say, owner of the road map, what  
6 do you mean by that?

7 A. He is responsible for the road map.

8 Q. How were items on the road map prioritized?

9 A. I wouldn't pretend to know. It's --

10 Q. Did you have any involvement in deciding  
11 what on the road map would be pursued?

12 A. Minimal.

13 Q. Can you describe what your involvement in  
14 the road map, if any, was?

15 A. I was kept abreast.

16 Q. With respect to Mr. Lombardo specifically,  
17 did his job duties differ from that of an account  
18 manager?

19 A. I don't think I understand that question.  
20 He was an account manager.

21 Q. With respect to a senior account manager, I  
22 believe you testified earlier that they had -- you  
23 testified they had more intimate knowledge -- sorry,  
24 more intimate involvement in marketing. Can you  
25 explain to me what you meant by that?

Page 146

1 A. They develop the marketing material.

2 Q. And how would a senior market -- sorry, a  
3 senior account manager develop marketing material?

4 A. They would write down their ideas and  
5 suggestions and it would get before the marketing  
6 division and be developed based on their needs.

7 Q. So would the marketing -- can I say  
8 marketing team? Is that fair? Is there a marketing  
9 team or marketing department?

10 A. Yeah, sure.

11 Q. Would the marketing team -- well, who is on  
12 the marketing team?

13 A. Sometimes I think everybody is. Everybody  
14 thinks they are a marketer, right?

15 But to answer your question, it would be  
16 Leslie, Avery Simmons, Jim Hayes.

17 Q. Now, you said Leslie. Are you referring to  
18 yourself or another Leslie?

19 A. There is only one at Chmura.

20 Q. And you said that the senior account  
21 managers would write down their ideas and suggestions  
22 and provide them to the marketing team; is that right?

23 A. Yes.

24 Q. And then what would the marketing team do  
25 with those ideas?

Page 147

1           A.     Massage, improve.

2           Q.     Can you give me an example of any kind of  
3     an idea that an account manager -- sorry -- senior  
4     account manager provided to the marketing team that was  
5     developed into marketing materials?

6           A.     Sure. Particularly in Mr. Lombardo's case,  
7     he needed vertical specific buyers, so the marketing  
8     team went to work to develop scratch cards at his  
9     suggestion.

10          Q.     So Mr. Lombardo provided the suggestion and  
11     the marketing team developed the material; is that  
12     fair?

13          A.     Mr. Lombardo requested the marketing  
14     material speak to the vertical of the industry that he  
15     was attending a conference for.

16          Q.     Did the marketing team, were they required  
17     to produce that vertical specific flyer because  
18     Mr. Lombardo asked for it?

19          A.     We did everything we could to make  
20     Mr. Lombardo happy.

21          Q.     Was the marketing team required to take  
22     that suggestion and create the vertical flyer in that  
23     instance?

24          A.     There is no requirement.

25          Q.     You also mentioned that senior account

Page 148

1 managers had responsibilities with respect to  
2 innovation. Can you explain that a little bit more?

3 A. As I said earlier, that has to do with  
4 what's on the road map, priority of what's on the road  
5 map.

6 Q. Was there any other job duty of the senior  
7 account manager? Oh, yes, there was, so let me come  
8 back to this before I move onto that question.

9 You said that senior account managers had  
10 the job duty of managing conferences. Can you explain  
11 what you mean by managing conferences?

12 A. So selecting conferences they wanted to  
13 attend, booking flights, and in Mr. Lombardo's case,  
14 booking everybody's flight, attending the conference,  
15 setting up the booth, being prepared to do demos, being  
16 prepared to get contacts, being prepared to follow-up  
17 on those contacts to prepare a list of the attendees  
18 that they had public facing with. Now, what -- it is  
19 very critical that you follow up on contacts within the  
20 week that you get back, otherwise, those leads get  
21 stale.

22 Q. Did -- if a senior account manager asked to  
23 go a conference, was it automatically approved that  
24 they attend?

25 A. It depended on the budget.

Page 149

1           Q.     Was there ever at time that a senior  
2 account manager asked to go a conference and they were  
3 not permitted to attend?

4           A.     I 'm not prepared to say that because it  
5 changes every year depending on the budget.

6           Q.     Who had the final say on what conference  
7 the account manager or senior account managers would  
8 attend?

9           A.     It was pretty much the account managers.  
10 We tried to support them in every way we could.

11          Q.     Were there meetings regarding conference  
12 planning for the year?

13          A.     There -- as we grew, yes. Not initially,  
14 but we evolved to that, yes.

15          Q.     Who would be in those meetings?

16          A.     That also changed annually. Different  
17 people.

18          Q.     Take 2019, who was in the meeting for 2019?

19          A.     Jim Hayes, Avery Simmons, myself.

20 Marketing. The conferences went under my budget.

21          Q.     Was there anyone else in those meetings?

22          A.     Account managers would be pulled in, of  
23 course. They were central to the whole planning.

24          Q.     Were the account managers there when the  
25 decision whether to attend the conference was made?

Page 150

1           A.     So that's kind of hard to do when you have  
2 account managers doing demos and doing what their daily  
3 routine is in a distributive workforce such as we have  
4 at Chmura.

5           Q.     So the answer is no?

6           A.     At times they were, at times they weren't.

7           Q.     When Mr. Lombardo was a senior account  
8 manager, were his duties any different than the ones we  
9 just discussed?

10          A.     I don't know what you mean by, "what we  
11 just discussed."

12          Q.     Well, you listed involvement in marketing,  
13 innovation and conferences. Were his job duties, in  
14 addition to the account manager job duties, were  
15 Mr. Lombardo's senior account manager job duties any  
16 different than the ones we just discussed?

17          A.     No.

18          Q.     Did Chmura have an outside sales team?

19          A.     No.

20          Q.     One follow-up question, did Mr. Lombardo  
21 have -- was there a written job description for  
22 Mr. Lombardo's position?

23          A.     We evolved to that, yes.

24          Q.     Was Mr. Lombardo ever provided a written  
25 job description?

Page 151

1           A.     I don't know. He didn't report to me at  
2 that time.

3           Q.     Do you know when a written description was  
4 created by Chmura?

5           A.     It was created to recruit other account  
6 managers. I don't know when .

7           Q.     Bear with me for one second.

8                   All right. I want to switch topics. I am  
9 going to show you again, and share my screen and show  
10 you what's been marked as Exhibit A again. And you  
11 have been designated as the witness, the corporate  
12 representative to testify as to Topic Number 16,  
13 "Jennifer Ludvik's compensation, or denial of  
14 compensation, for overtime hours worked"; is that  
15 correct?

16          A.     Yes.

17          Q.     Who was Jennifer Ludvik?

18          A.     She is an individual that was in the  
19 Richmond area that was an employee of SLAIT, recruiting  
20 services.

21          Q.     What was her role at Chmura?

22          A.     So the model for this situation was -- it  
23 is kind of like test driving a car. So SLAIT's model  
24 is that this employee remains an employee of SLAIT  
25 until the client, which is Chmura, chooses to employ or

Page 152

1 not employ that SLAIT employee.

2 Q. So she was -- well, let me ask this, what  
3 job function was she doing at Chmura? I understand she  
4 wasn't an employee of Chmura, but what job function was  
5 she doing?

6 A. We were testing her out to be an account  
7 manager.

8 Q. And were her job duties those of account  
9 manager that we discussed --

10 A. Yes.

11 Q. -- not long ago?

12 A. Yes.

13 Q. And can you say again who she was employed  
14 by, or spell it for me so I know for sure what you are  
15 saying?

16 A. S-L-A-I-T.

17 Q. Okay. Got it. Did Ms. Ludvik ever make a  
18 claim that she should be paid for more than 40 hours a  
19 week?

20 A. Yes.

21 Q. How was that handled?

22 A. She was not an employee of Chmura. She had  
23 been there, maybe, a week and had limited knowledge of  
24 JobsEQ, and not only that, but the paperwork was not  
25 accurate. She was billed to us -- she was,

Page 153

1 contractually, a salary exempt employee, but when we  
2 got the bill, it had overtime hours on it that we did  
3 not approve or understand why she needed overtime in  
4 this early tenure.

5 And so we confronted SLAIT, and they  
6 acknowledged that they made a mistake, and they paid  
7 her overtime. And we decided we didn't want to work  
8 with her because she was not transparent. Just a short  
9 tenure.

10 Q. How short?

11 A. Real short. Like three weeks.

12 Q. Did you have -- or Chmura have any  
13 discussions with SLAIT regarding her status as exempt  
14 or non-exempt?

15 A. No.

16 Q. And I think you already answered this, so I  
17 am going to ask it just to be clear. Did Chmura pay  
18 for the hours above 40?

19 A. No.

20 Q. I think you said SLAIT paid for the hours  
21 above 40; is that correct?

22 A. Yes.

23 Q. At the time that was going on, did Chmura  
24 ever consider reclassifying the account managers from  
25 exempt to non-exempt, its own employees?

Page 154

1 A. No.

2 Q. Okay. Taking you to a new topic, I am  
3 going to show you -- share my screen again. You have  
4 been designated as a corporate representative to  
5 testify as to "Mr. Lombardo's performance, including  
6 sales performance, and the methods used to track  
7 Mr. Lombardo's performance"; is that correct?

8 A. Yes.

9 Q. As stated on here, on Exhibit A.

10 How was Mr. Lombardo's sales performance  
11 during his tenure at Chmura?

12 A. Outstanding.

13 Q. Was he the top sales performer?

14 A. Yes.

15 Q. Do you know, over his tenure, what percent  
16 of new sales Mr. Lombardo was responsible for  
17 generating?

18 A. Consistently above quota.

19 Q. Do you have a more exact figure?

20 A. I do not.

21 Q. How were his -- let me ask, do you know  
22 what Mr. Lombardo's closing percentage was from -- if  
23 he gave a demo to closing the deal?

24 A. The average close -- demo to close ratio is  
25 24.1, 25%.

Page 155

1 Q. Was Mr. Lombardo higher than that?

2 A. It is an average number that we collect for  
3 the team.

4 Q. Did you ever evaluate, or did Chmura ever  
5 evaluate the individual account manager's, or senior  
6 account manager's percentage as to their close rate?

7 A. Not individually. We operated as a team.

8 Q. How about renewal rates? How did  
9 Mr. Lombardo perform with respect to renewal rates?

10 A. 89%.

11 Q. Did you say 89?

12 A. I did.

13 Q. Do you know what the average renewal rate  
14 percentage was?

15 A. 85.

16 Q. How did Chmura track the sales performance  
17 of its account managers and senior account managers?

18 A. Based on quota. Three sales per month.

19 Q. Do you know how much revenue  
20 Mr. Lombardo's -- take for 2019, or a whole year,  
21 because he was there for 2018 -- do you know how much  
22 of the revenue for the sale of JobsEQ Mr. Lombardo was  
23 -- could be attributed to Mr. Lombardo?

24 A. I don't want to say a number. I can give  
25 you a percentage. I think it was 49%.

Page 156

1 Q. Do you know for 2019?

2 A. No. He wasn't there the entire year.

3 Q. What other metric was Mr. Lombardo reviewed  
4 on?

5 A. I would say Mr. Lombardo's weakest area was  
6 in the customer satisfaction survey.

7 Q. And can you give me some examples or an  
8 explanation?

9 A. He didn't like to do them, so he often did  
10 not do them.

11 Q. To complete a customer satisfaction survey,  
12 what does an account manager, or senior account manager  
13 have to do?

14 A. Get the survey completed.

15 Q. What was the process, or what -- how would  
16 an account manager go about doing that? I am just  
17 looking for how the process worked.

18 A. Well, it's real simple. You send an email.

19 Q. Did he obtain customer satisfaction  
20 surveys, any customer satisfaction surveys?

21 A. A few. He mostly complained about them.

22 Q. Were there any other metrics Chmura looked  
23 at in evaluating Mr. Lombardo?

24 A. In the case of Mr. Lombardo, it was  
25 overwhelmingly dealing with the balance of an A player,

Page 157

1 and when you have an A player, you tolerate a lot.

2 Q. I want to turn to Topic Number 21 on  
3 Exhibit A. You were designated as the corporate  
4 representative to testify with regards to, "Warnings  
5 given to, or disciplinary action taken by Chmura  
6 against Mr. Lombardo"; is that correct?

7 A. Yes.

8 Q. Did Chmura keep a written documentation of  
9 any warnings or disciplinary action given to  
10 Mr. Lombardo?

11 A. Yes.

12 Q. Can you describe what type of writing  
13 exists?

14 A. Emails, handwritten notes, witnesses.

15 Q. Well, the witnesses, were they witness  
16 statements?

17 A. Witnesses that sat in on the conversations  
18 of a disciplinary manner.

19 Q. But they didn't put anything in writing; is  
20 that correct?

21 A. They -- no, they didn't need to do that.

22 Q. And would all of the written materials be  
23 found in Mr. Lombardo's personnel file?

24 A. They should be.

25 Q. Can you walk me through what warnings

Page 158

1 Mr. Lombardo was given during his tenure at Chmura?

2 A. There are so many. I mean, really? You  
3 want me to do this?

4 Q. Well, were they all in his personnel file?

5 A. No. You just want what went into his  
6 personnel file?

7 Q. Let's start there.

8 A. Let's start with the personnel file, is  
9 that what you said?

10 Q. Yes, please.

11 A. So Mr. Lombardo was notoriously known for  
12 his inability to submit a correct reimbursement form  
13 for travel. Mr. Lombardo was notorious for wanting to  
14 book everybody's flight on his credit card so that he  
15 got points. Plus, we had to put out policy that all  
16 employees had to use their employee credit card because  
17 the transaction costs was going out the roof with  
18 Mr. Lombardo's practices.

19 So we had to adopt a policy of personal  
20 credit cards, and everybody had to book their own  
21 flights, their own hotel. However, Mr. Lombardo, as in  
22 most cases, ignored policy and did things his own way.  
23 So we had to document that. And Christine Steigmann  
24 was responsible for documenting that, and she was  
25 sloppy, so I'm not sure that it actually made it

Page 159

1 entirely into his personnel file, but I know there was  
2 documentation handed to her to do that.

3 Mr. Lombardo went to the Texas Economic  
4 Development Conference in 2018, and the conference took  
5 place at the hotel, and there was a -- there was a  
6 charge to valet, a rental car, which was not needed,  
7 resulting in transaction costs. And we had to  
8 investigate, why did this happen? And Mr. Lombardo  
9 taking his time to respond. And at that same  
10 conference, there was alcohol bills that were not  
11 approved because it was not a dinner, it was in a bar.

12 And the problem with that is if you are in  
13 a bar drinking at a conference, these bars are very  
14 open space, and clients and prospects can say, why is  
15 he drinking with that client and not drinking with me?  
16 So there was a long discussion about that with  
17 Mr. Lombardo with Kyle West and Greg Chmura present.  
18 That went in his personnel file.

19 Do you want me to keep going?

20 Q. I would like you to list what you believe  
21 is in his personnel file, yes.

22 A. Okay. Then I won't go to the titty bar  
23 conversation he had with one of my clients.

24 There was the matter of the forged offer  
25 letter from GIS Web Tech that at one point Mr. Lombardo

Page 160

1 said there were two letters from GIS Web Tech, and I  
2 think in Mr. Lombardo's mind he meant the one that he  
3 forged and the original. Discussions around that, and  
4 the time that it took, and the transaction costs to get  
5 him to admit that he forged the letter was incredible.  
6 That is in his personnel file.

7 The amended offer letter to him to take out  
8 the merit increase clause was in his personnel file.  
9 His separation notice was in his personnel file.  
10 His --

11 Q. I am going to stop you.

12 A. Okay.

13 Q. With respect to the amended offer letter,  
14 did that have anything to do with a warning given to  
15 Mr. Lombardo?

16 A. Eli was his supervisor. I can't speak to  
17 that.

18 Q. Well, you were designated as the corporate  
19 representative to speak on it, so to your knowledge,  
20 was the amended offer letter in any way related to a  
21 warning given to Mr. Lombardo?

22 A. Yes.

23 Q. And what warning was that?

24 A. It had to do with his employee agreement.  
25 He violated his employee agreement, which you recall,

Page 161

1 is the Non-Solicitation, Non-Compete, Non-Disclosure  
2 Form.

3 Q. And that transpired into an amended offer  
4 letter, if I am understanding correctly?

5 A. Yes, it was Section 5 under that Paragraph  
6 1. We talked about this last week, Christine.

7 Q. I am going to show you the amended offer  
8 letter here. Let me pull it up.

9 - - - -  
10 (Previously Marked Deposition Exhibit  
11 G, Copy of Letter Dated 3/28/2019 to  
12 Mr. Lombardo, was shown to the  
13 witness.)

15 MS. COOPER: I will give you control.  
16 Heidi, there are two names, John Chmura, and then there  
17 is you. I don't know if the computer misnamed. Should  
18 I give control to you?

19 MS. SIEGMUND: Yes, you can give it to me.

20 MS. COOPER: Okay.

21 Q. If you can take a look at this document.

22 MS. SIEGMUND: My apologies. I should have  
23 mentioned at the beginning that John is sitting in as a  
24 corporate representative.

25 MS. COOPER: Okay. So that is Mr. Chmura?

Page 162

1                   THE WITNESS: He is joining.

2                   MR. JOHN CHMURA: I am here. Just to get  
3 it on the record. I am here, I am just on mute.

4                   MS. COOPER: Good morning, Mr. Chmura.

5                   MR. JOHN CHMURA: Good morning.

6 BY MS. COOPER:

7                   Q. And this is marked Exhibit G, Defendant's  
8 Exhibit G. This is the amended offer letter you were  
9 referring to just a moment ago, Ms. Peterson.

10                  A. Yes, ma'am.

11                  Q. Anywhere in this letter does it make  
12 mention of any disciplinary action or warnings?

13                  A. Why would we put that in an amended offer  
14 letter? I am not following.

15                  Q. Well, I am just simply asking, is there any  
16 reference to a warning or disciplinary action?

17                  A. No.

18                  Q. Why did Chmura prepare this amended offer  
19 letter?

20                  A. Because Mr. Lombardo falsified a letter  
21 from GIS Web Tech offering him certain job benefits  
22 and, I think, overall, we were real tired of hearing  
23 about his requests for merit increase. It happened, at  
24 least, annually. And nobody consented to a merit  
25 increase, not even me.

Page 163

1           Q.     Mr. Lombardo's original offer letter made  
2 reference to annual merit increases, correct?

3           A.     Yes, it did.

4           Q.     Was this not Chmura's attempt to eliminate  
5 that reference in the original offer letter?

6           A.     No, it was not an attempt to eliminate  
7 that, it was an intent to clarify what he was eligible  
8 for, which is a cost of living increase. His merit is  
9 in his commission.

10          Q.     So does this have anything to do with  
11 Mr. Lombardo, with a performance warning?

12               MS. SIEGMUND: Objection. Asked and  
13 answered.

14          A.     I can answer it. I mean, I think we had  
15 reached a point with Mr. Lombardo's behavior that we  
16 had to clarify why we didn't fire him in March of 2019.

17          Q.     So was deleting the reference to annual  
18 merit increase a punishment for -- or disciplinary  
19 actions?

20          A.     No, it was just clarifying.

21          Q.     Okay. So the amended offer letter is in  
22 Mr. Lombardo's personnel file, correct?

23          A.     Yes.

24          Q.     Is it fair to say that the amended offer  
25 letter was not related to any disciplinary action taken

Page 164

1 by Chmura?

2 MS. SIEGMUND: Same objection.

3 A. I don't know what you mean in this  
4 situation.

5 Q. I guess I am failing to understand how  
6 amending Mr. Lombardo's offer letter in any way relates  
7 to a warning or disciplinary action that Chmura  
8 instituted against Mr. Lombardo. I am not -- and if  
9 you can explain that to me, that would be appreciated.

10 A. So Mr. Lombardo came to his annual review  
11 with a falsified offer letter from GIS Web Tech that we  
12 had been in strategic partnership conversations with,  
13 and Mr. Lombardo threw a wrench into the middle of that  
14 relationship, which translates into revenue losses in  
15 future years. I think you have been through the  
16 present value conversation many times with this topic,  
17 so I don't have to give you that definition.

18 But as a result of that, that relationship  
19 has never really been repaired. And so the falsified  
20 document precipitated the amended offer letter, so that  
21 he would stop hounding us for merit increases.

22 Q. How does merit increases -- okay. So I am  
23 still not seeing the connection, but --

24 A. So we went from a request for annual merit  
25 increase to providing cost of living increases. So

Page 165

1 Mr. Lombardo benefitted from this letter.

2 Q. At the time that Mr. Lombardo signed this  
3 amended offer letter, did his base of compensation  
4 change?

5 A. He got a cost of living increase.

6 Q. How much was that cost of living increase?

7 A. It is CPI, so I don't know what CPI was  
8 last year.

9 Q. Sorry. Can you say that again? I just  
10 missed it.

11 A. The cost of living is based on CPI.

12 Q. So my question --

13 A. It is a cost of living -- it is a cost of  
14 living increase that is built in.

15 Q. Okay, I am following that, but what was the  
16 specific cost of living increase Mr. Lombardo received  
17 in --

18 A. I don't remember what CPI was.

19 Q. And was the increase for cost of living  
20 provided concurrently with the signing of this amended  
21 offer letter?

22 MS. SIEGMUND: Object to the form of the  
23 question. You can answer.

24 A. I think you have to ask Sharon Simmons  
25 that. I don't know.

Q. I am going to show you a couple of documents here.

A. Okay.

(Thereupon, Deposition Exhibit I, Copy of Handwritten Notes, was marked for purposes of identification.)

Q. I am going to give you an opportunity to take a look at those.

A. I am familiar with it.

Q. Okay. What is this document?

A. So in March of 2019, after Mr. Lombardo's falsified offer letter from G.I. Web Tech was presented at his annual review, Chris Chmura and myself traveled to Cleveland to confront Mr. Lombardo about this situation. My intention was to fire him. I spent about an hour and a half with Mr. Lombardo getting him to admit that he just used the situation with GIS Web Tech to get a raise.

Q. Who was present in that meeting?

A. John Chmura, Chris Chmura, Greg Chmura and  
Sharon Simmons was on the phone.

Q. Prior to coming up to Cleveland for that meeting from Richmond, did you have a phone call with

1 Mr. Lombardo?

2 A. I did, and prior to what he said in his  
3 deposition, we did not reach any kind of closure in  
4 that 10 minute phone call. So he falsified his  
5 statement.

6 Q. When you say you didn't reach any closure,  
7 what do you mean?

8 A. I could not get him to admit that he  
9 falsified the offer letter.

10 Q. What do you recall of that conversation?

11 A. I asked him if he falsified this document.  
12 He said, no, it was a legitimate offer letter, and he  
13 just used it to try to get a raise. It was legitimate  
14 and it was a sincere offer letter.

15 Q. Now, do you understand that GIS actually  
16 did offer him a position?

17 A. Yes, I had a lengthy conversation with my  
18 strategic partner at GIS.

19 Q. Who initiated those conversations?

20 A. I did.

21 Q. And what did you say in those  
22 conversations?

23 A. I asked if they made Mr. Lombardo an offer  
24 letter dated the end of December and they said, no,  
25 they made an offer letter in October, and they had

Page 168

1       rescinded the offer letter. And then they sent me the  
2       offer letter. So I went to Cleveland with everything I  
3       needed to fire Mr. Lombardo.

4           Q.     Why didn't you fire him?

5           A.     Because I said he is a bad boy, but he is  
6       my bad boy and I am going to help him.

7           Q.     What did you mean by that?

8           A.     He is a problem. He is an ethical problem.  
9       He is has no moral fiber, no moral backbone.

10                  He will say and do anything to get what he  
11       wants, and those characteristics make him very good as  
12       an A player. So as I said earlier, you have to  
13       overlook things when you have an A player when you  
14       shouldn't. I should have fired him in March.

15                  Q.     Well, turning back to Exhibit I,  
16       Defendant's Exhibit I, there seems to be two different  
17       handwriting on this document; is that right?

18                  A.     Yes.

19                  Q.     Who -- if you could, just go line by line  
20       and tell me whose handwriting is whose.

21                  A.     Sure. Number one is me. Number two is me.  
22       And when I decided, internally, I wasn't going to fire  
23       him -- he finally admitted that he did falsify the  
24       letter, we got to the hour and a half mark, and I asked  
25       him to write 3, 4, and 5. Those are my words, and he

1 wrote them. I asked him to sign this document. I  
2 realize it is not dated.

3 Q. And it is a little hard to see, but your  
4 signature is on this document, correct?

5 A. Yes. So is Mr. Lombardo.

6 Q. His is underneath yours, correct?

7 A. Yes.

8 Q. If you can, go back up on that.

9 A. (Indicating).

10 Q. It says, "Just used the situation, GIS Web  
11 Tech." What does that refer to?

12 A. That was what Mr. Lombardo said.

13 Q. What is, "I don't want to go anywhere"?

14 A. That was Mr. Lombardo saying he wanted to  
15 work for Chmura.

16 Q. Were those Mr. Lombardo's words or your  
17 words?

18 A. Those were Mr. Lombardo's words.

19 Q. And number 3, 4 and 5 -- sorry. Go ahead.

20 A. I was going to clarify, 3, 4 and 5 are my  
21 words.

22 Q. Okay. Understood. And what did you mean  
23 by, "Do the right thing every day"?

24 A. I used to say that to my children.

25 Q. Okay. Number 5, I think, says, tell me if

Page 170

1 I am wrong, "Approach GIS Web Tech and take  
2 responsibility for my action with the offer letter."  
3 What was meant by that?

4 A. I wanted him to repair the damage he had  
5 done.

6 Q. So what did you ask him to do?

7 A. Apologize and accept the fact that he  
8 falsified their document.

9 Q. Who was he supposed to apologize to?

10 A. Ron Bertasi.

11 Q. And he is at GIS WebTech; is that right?

12 A. Yeah, it is a small shop. There's only  
13 three of them.

14 Q. And did Mr. Lombardo call them to  
15 apologize?

16 A. I never got any information back on that.

17 Q. You weren't present during any  
18 conversation, though; is that fair?

19 A. No, no.

20 Q. I am going to show you what's been marked  
21 as Defendant's Exhibit R. Take a minute to take a look  
22 at it.

23 - - - - -

24 (Thereupon, Deposition Exhibit R, Copy  
25 of Email Dated 8/31/2017 Bates Labeled

1 CHMURA000083-88, was marked for  
2 purposes of identification.)  
3 - - - - -

4 A. (Reviewing.)

5 Okay. Thanks.

6 Q. Do you recognize this document?

7 A. Yes, ma'am.

8 Q. And what is it?

9 A. It is an email between Rick and the people  
10 that -- transaction costs related to incorrect expense  
11 report, reimbursable.

12 Q. And this was an email string between you  
13 and Mr. Lombardo as well as Christine Steigmann and --

14 A. Steigmann.

15 Q. This is an email correspondence between  
16 you, Mr. Lombardo and Ms. Steigmann, correct?

17 A. If you scroll back up, I do believe that  
18 Greg and Kyle were on there.

19 Q. And Greg and Kyle, as well, were cc'd  
20 towards the top.

21 A. And the date is August 25, 2017. And Kyle  
22 was his direct supervisor.

23 Q. And on Page 5 of the 6 pages, I think at  
24 the bottom it says Mr. Lombardo is submitting an  
25 expense report to Ms. Steigmann, correct?

Page 172

1 A. Yes.

2 MS. SIEGMUND: I think it is faster if you  
3 go. I have a lag on my screen.

4 MS. COOPER: Okay. Not a problem.

5 Q. All right. And this is Mr. Lombardo  
6 submitting an expense report to Ms. Steigmann and to  
7 you as well?

8 A. Yeah.

9 Q. Did you review all expense reports for the  
10 account managers and senior account managers?

11 A. Yes.

12 Q. And can you tell me what Ms. Steigmann's  
13 position was?

14 A. Finance manager.

15 Q. Is she still with the company?

16 A. She is not.

17 Q. And you wrote back to Mr. Lombardo in  
18 response that "the hotel was pretty pricey, was that  
19 the conference rate." Do you see that?

20 A. Yes, ma'am.

21 Q. And then he provided an explanation,  
22 correct?

23 A. Yes, he did.

24 Q. Do you know if prior to booking his hotel  
25 room, Mr. Lombardo would have sought approval from

1 anyone?

2 A. 2017? He would have gone through Christine  
3 at that point.

4 Q. Okay.

5 A. And now it's -- that's Sharon.

6 Q. And if I scroll up here a little further,  
7 we are on Page 3 of the 6 pages. This is an email, I  
8 believe, sent from -- your name carries on to Page 3  
9 here, but it comes from Leslie Peterson to Rick  
10 Lombardo and other copies on this email, Chris Chmura,  
11 Kyle West, Ms. Steigmann, Greg Chmura.

12 Can you read this email and tell me what  
13 time -- you bring up issues with alcohol charges. And  
14 can you tell me a little more about that and why it was  
15 a concern?

16 A. Our policy on alcohol is that you have  
17 alcohol only at a meal, and only if the client orders  
18 alcohol first, then you may order alcohol with that  
19 client.

20 Q. And were you responsible for helping  
21 prepare that company policy?

22 A. I basically borrowed that policy from  
23 Eastman Kodak.

24 Q. And why was that the policy of the company?

25 A. We want our business transactions to be

1 sober.

2 Q. But the company was okay with an alcoholic  
3 beverage at dinner, with food, I guess I should say; is  
4 that correct?

5 A. Yes, ma'am.

6 Q. What if a client asks an account manager to  
7 go out for a drink and talk business? What was an  
8 account manager required to do under those  
9 circumstances?

10 A. Not go out for drinks. Go out for dinner.

11 Q. What if the account -- or, what if the  
12 potential client didn't have time for dinner?

13 A. Then they didn't have time for alcohol. Or  
14 she.

15 Q. Do you attend these conferences that  
16 account managers attend?

17 A. Some of them.

18 Q. And when you are at those conferences, do  
19 you see other attendees in the restaurant bar -- or,  
20 I'm sorry -- in the hotel bar?

21 A. No.

22 Q. None?

23 A. I don't go to hotel bars.

24 Q. Okay. Do you ever walk past the hotel bar  
25 to get to your room or to the conference rooms?

Page 175

1           A.       Oh, yeah, the bars in conferences are wide  
2 open. You can see everybody that's in there.

3           Q.       And have you observed anything at these  
4 conferences with respect to the people in these bars?

5           MS. SIEGMUND: Object to the form of the  
6 question.

7           A.       I have. Of course I have.

8           Q.       And have you ever observed any attendees in  
9 the bar, in the hotel bars?

10          A.       Yeah, I have. I have seen them coming out.

11          Q.       Okay. Is it your understanding that --  
12 well, let me rephrase. At these conferences, there is  
13 a lot of opportunity, or there is opportunity to  
14 interface with potential clients, or existing clients,  
15 correct?

16          A.       That's the reason we go.

17          Q.       And isn't some of that interaction in these  
18 hotel bars?

19          A.       We have our own policies and standards. We  
20 don't conform to the status quo of the masses.

21          Q.       Okay. This email references Laura Leigh.  
22 Who is Laura Leigh?

23          A.       Laura Leigh Savage. Previous employee,  
24 director of operations.

25          Q.       And you reference -- you say, "Below is the

Page 176

1 policy on entertainment you signed with Laura Leigh".

2 Where would that policy be found?

3 A. Onstage.

4 Q. Was it a separate policy from the employee  
5 handbook?

6 A. No, it was in the employee handbook.

7 Q. And Mr. Lombardo, he provided -- if we  
8 scroll up -- an explanation to you, correct?

9 A. Are you referencing the email I am looking  
10 at?

11 Q. Yes. And if you want me to scroll down, or  
12 you want to scroll down, either way.

13 A. (Reviewing.)

14 Okay.

15 Q. Mr. Lombardo provided an explanation to  
16 you, correct?

17 A. Of course.

18 Q. Did Chmura ultimately reimburse him for the  
19 beverages that he purchased for himself and his client?

20 A. I don't remember.

21 Q. Or clients?

22 A. I would hope not.

23 Q. Do you know whether Mr. Lombardo asked his  
24 supervisor, Mr. West at the time, before he took the  
25 client out as to whether he could take that client out?

Page 177

1           A.     Is that supposed to be separate from our  
2 policy? I don't know. I don't know if he did or not,  
3 but we have a policy, so he was bound to that policy.

4           Q.     And I believe this occurred, based on the  
5 email, in 2017. Do you have a copy of the employee  
6 handbook as it stood in 2017?

7           A.     I was told not to bring anything to this  
8 deposition.

9           Q.     I don't mean right now. Does the company  
10 have a copy of the policy that was in effect at the  
11 time of this email?

12          A.     Yes.

13          Q.     Do you know if it was produced in  
14 Discovery?

15          A.     I think it was, yes.

16          Q.     I will represent to you that I have a copy  
17 of -- that I can show you Exhibit Q, the July 19, 2019  
18 employee handbook. I will pull that up. But that is  
19 the only handbook I was able to find in the production.

20                - - - - -

21               (Previously Marked Deposition Exhibit  
22               Q, Copy of Employee Handbook, was  
23               shown to the witness.)

24               - - - - -

25          A.     It think we are talking about 2017, and you

Page 178

1 are asking me to look at something that's for 2019, and  
2 I am focused on 2017, so why are you asking me to look  
3 at something that could have evolved?

4 Q. Just take a look at this exhibit. This is  
5 Defendant's Exhibit Q.

6 MS. SIEGMUND: Christine, I will note that,  
7 of course, Dr. Chmura was asked on the handbook and on  
8 the training on the handbook, so to the extent we are  
9 getting into that, that's fine, but --

10 A. Yeah, I did not prepare for this. I did not  
11 prepare for this.

12 Q. But you did prepare to testify regarding  
13 the disciplinary actions taken against Mr. Lombardo,  
14 and you have testified that there was a company policy  
15 that was -- that Mr. Lombardo did not adhere to when he  
16 bought company drinks. So I am going to ask you to  
17 take a look at this exhibit, Exhibit Q.

18 MS. SIEGMUND: Christine, can we go off the  
19 record for one second?

20 MS. COOPER: Yes.  
21 - - - - -  
22 (Discussion had off the record.)  
23 - - - - -  
24 MS. SIEGMUND: Is there a particular page  
25 you would like me to go to that would speed this up a

1 little bit?

2 MS. COOPER: Well, I want her to be  
3 familiar with the document, but we are going to look at  
4 Page 5 -- well, really, Page 6.

5 BY MS. COOPER:

6 Q. Do you recognize this document,  
7 Ms. Peterson?

8 A. Yes, ma'am.

9 Q. And what is it?

10 A. It's an employee handbook.

11 Q. And it is the employee handbook that was  
12 put in place as of July 19, 2019; is that correct?

13 A. I don't know. I have to go back to the  
14 top.

15 Q. Can you see the date on there,  
16 July 19, 2019?

17 A. I can.

18 Q. I am going to take you to Page 6. Do you  
19 see the entertainment section in the handbook?

20 A. Okay. This is about picking out a  
21 restaurant for dinner and having alcohol, yes.

22 Q. Is this the policy you were referring to --  
23 well, let me ask this: Has this policy changed between  
24 2017, the date of the email that we were just looking  
25 at, and 2019? Are you aware of any changes to this

Page 180

1 part of the employee handbook?

2 A. Does it end on Page 6? (Reviewing) .

3 Yes, that's the same policy.

4 Q. Is this the policy you were pointing  
5 Mr. Lombardo to in your email?

6 A. Yes, ma'am.

7 Q. Is there any part of the employee handbook  
8 -- let me ask this, does this provision in the handbook  
9 prevent an employee from taking a client out to -- for  
10 a drink at a bar or -- let me stop there.

11 A. I don't see the word, bar, in that  
12 paragraph.

13 Q. Does it prevent an account manager, or  
14 senior account manager, from having a drink with a  
15 client or potential client?

16 A. No.

17 Q. Is there any part of the employee handbook,  
18 to your knowledge as it existed in 2017, that prevented  
19 an account manager or senior account manager from  
20 having a drink with a client or potential client?

21 A. If in a restaurant and the client orders  
22 alcohol, then the account manager can certainly follow  
23 suit.

24 Q. Is there anything preventing them or  
25 barring them from having a drink with a client if it is

1 not at a restaurant over dinner?

2 A. It is not stated that way.

3 Q. Other than the email we just looked at and  
4 the handwritten sheet of paper that we looked at a  
5 moment ago, are there any other written documents, to  
6 your knowledge, in Mr. Lombardo's personnel file that  
7 pertain to any disciplinary actions or warning -- and  
8 the offer letter. I'm sorry, the amended offer letter  
9 from your testimony. Let me restate my question.

10 MS. SIEGMUND: Yeah, I got lost. I'm  
11 sorry.

12 Q. In the amended offer letter, Exhibit I,  
13 which is the handwritten document we went over, and  
14 Exhibit R, which is the email, are you aware of any  
15 other written documentations pertaining to any warnings  
16 or disciplinary action with respect to Mr. Lombardo in  
17 his personnel file?

18 A. In 2016, the annual review was conducted  
19 between Mr. Lombardo and Laura Leigh Savage, Leslie  
20 Peterson, and there were some, continues improvement  
21 suggestions around his ethical and moral behavior that  
22 were documented and handed off to, I believe that was,  
23 Christine Steigmann at the time.

24 Q. And are you aware of whether those are  
25 still in Mr. Lombardo's personnel file?

Page 182

1           A. I'm not. We are not allowed to really see  
2 personnel files. That's just within H.R.

3           Q. So your -- you don't have access to the  
4 personnel files?

5           A. We don't access personnel files. That's  
6 within the control of H.R.

7           Q. But you would have access to it if you  
8 wanted to see them; is that fair? Let me ask you, are  
9 you prohibited from looking at the personnel files?

10          A. I don't know. I don't think so, but I  
11 don't know. I don't look at people's personnel files.

12          Q. Did you look at Mr. Lombardo's personnel  
13 files to prepare for this deposition?

14          A. I did not.

15          Q. Then how can you testify regarding what's  
16 contained -- what warnings -- let me rephrase that.

17                 What disciplinary action, if any, was taken  
18 against Mr. Lombardo during his tenure there?

19          A. Life coaching.

20          Q. Can you explain what you mean by that?

21          A. Do you play sports?

22          Q. I did, yes.

23          A. You look like an athlete.

24                 So the role of the coach is to continuously  
25 improve the players in order to win games. As his

Page 183

1 coach, I was continuously working on his behavior to  
2 make -- help him become a better player. If you see  
3 that as disciplinary, I see it as disciplinary. If you  
4 see it as coaching, then it is coaching.

5 Q. Other than coaching, is there any other  
6 disciplinary action that Chmura took?

7 A. No.

8 Q. We are going to change topics  
9 substantially, so if we want to take a short break now  
10 or keep moving forward, I just want to be flexible to  
11 that. Now would be good time if anybody needs a break.

12 MS. SIEGMUND: You want to keep going?

13 THE WITNESS: Okay.

14 Q. Okay. I am going to turn your attention to  
15 Topic Number 25 on Exhibit A, "Calculation of  
16 commissions paid to Mr. Lombardo." You are the  
17 designated corporate representative to testify on this  
18 topic, correct?

19 A. Yes, ma'am.

20 Q. I am going to put up two documents,  
21 Defendant's Deposition Exhibit J and K.

22 - - - - -

23 (Thereupon, Deposition Exhibit J, Copy  
24 of Richard Lombardo Commission Report  
25 10-16 to 02-17, Bates CHMURA000131,

Page 184

1                   was marked for purposes of  
2                   identification.)  
3                   - - - - -  
4                   - - - - -  
5                   (Thereupon, Deposition Exhibit K, Copy  
6                   of Richard Lombardo Sales Commission,  
7                   Bates CHMURA000132, was marked for  
8                   purposes of identification.)  
9                   - - - - -  
10                  Q. I am going to give you control.  
11                  A. What does, produced natively, mean?  
12                  MS. SIEGMUND: That just means we produced  
13                  it as an Excel spreadsheet and so there is a place  
14                  holder in our production, so it doesn't have a Bates  
15                  number at the bottom.  
16                  THE WITNESS: Okay.  
17                  Q. If you can, go ahead and scroll through  
18                  Exhibit J, and scroll through Exhibit K and familiarize  
19                  yourself with these.  
20                  A. (Reviewing.)  
21                  Q. Are you ready?  
22                  A. Yes, ma'am.  
23                  Q. Okay. Turning to Exhibit J first. Do you  
24                  recognize this document?  
25                  A. It looks like a commission report.

Page 185

1           Q.     And do you know when this commission report  
2 was assembled?

3           A.     That's evolved over time. What time period  
4 do you want me to speak to?

5           Q.     Well, I mean, this specific document. Do  
6 you know how this specific document was put together?

7           A.     2016? That would have been Ms. Steigmann  
8 individually reaching out to the account managers and  
9 preparing what she had on the books as their  
10 commissions. They reviewed it, edited it, pushed it  
11 back to Christine Steigmann who recorded those edits,  
12 and then pushed it to me to review.

13          Q.     Does Exhibit J accurately reflect the  
14 commissions that is Mr. Lombardo was paid from October  
15 2015 through February 2017?

16          A.     I can't remember that. If this is an  
17 approved expenditure or commission report, then I would  
18 have to say, yeah.

19          Q.     Who, ultimately, approved the amount of  
20 commissions that would be paid during this time period,  
21 October 2015 to February 2017?

22          A.     Me.

23          Q.     And if we can go up, I am going to take us  
24 up to just the first page up here (indicating), and  
25 shrink it a little bit. If it gets too small, tell me.

Page 186

1 Is that still clear?

2 A. Can you move the Type column to the left,  
3 my left, so I can see the comments on the right, or is  
4 this a scanned document?

5 Q. This is a PDF version of the excel  
6 spreadsheet that was produced.

7 A. Well, without comments on the right, I'm  
8 not familiar, but I will do my best.

9 Q. Do you believe there were comments on this  
10 particular spreadsheet of the February --

11 A. I am used to seeing comments on the right,  
12 yes, ma'am.

13 Q. Okay. Give me one moment here. See if we  
14 can do it this way (indicating).

15 MS. COOPER: Let's go off the record.

16 - - - - -

17 (Short recess taken).

18 - - - - -

19 (Thereupon, Deposition Exhibit AG ,  
20 Copy of Excel/Native Version of Exhibit  
21 J, Placeholder, CHMURA000131, was  
22 marked for purposes of identification.)

23 - - - - -

24 BY MS. COOPER:

25 Q. Okay. I am going to give you control of

Page 187

1       this. I will represent to you this is the native  
2       version, or Excel version of what I had marked as  
3       Defendants Exhibit J. This one is marked as  
4       Defendant's Exhibit AG, and the place holder is Chmura  
5       000131. And I will give you an opportunity to  
6       manipulate this and take a look at it.

7           A.     (Reviewing.)

8                   If you could move to the left, Row A and  
9       then freeze B --

10          Q.     Do you want me to freeze Row B?

11                  MS. SIEGMUND: Yes.

12          A.     Yes, I want to see the name as we scroll  
13       across.

14          Q.     (Indicating). Okay. You should be able to  
15       now.

16          A.     Okay.

17          Q.     Do you recognize this document?

18          A.     Yes, ma'am.

19          Q.     What is it?

20          A.     It looks like Commission Report from  
21       November 2016.

22          Q.     And did you prepare this report?

23          A.     No.

24          Q.     To the best of your knowledge, is that a  
25       true and accurate copy of the 2016 commission report?

Page 188

1 A. To the best of my knowledge, yes.

2 Q. And there are some other tabs at the  
3 bottom. There is February 2017, January 2017, December  
4 2016, November 2016, October 2016, direct?

5 A. Correct.

6 Q. And do you want to page through those and  
7 tell me if those are also accurate to the best of your  
8 knowledge?

9 A. (Reviewing.)

10 Looks accurate.

11 Q. Do you know who prepared this spreadsheet?

12 A. Christine Steigmann.

13 Q. And how was this -- how would the  
14 information get on to this spreadsheet?

15 A. Sure. As I said earlier, Christine  
16 Steigmann would start on the month of commissions and  
17 put in front of each account manager what was on the  
18 books, and then any corrections that needed to be made,  
19 the account managers worked with Christine on that  
20 until they got it to where they felt like it was right,  
21 and then it came to me.

22 Q. And then what would you do once it came to  
23 you?

24 A. I would review each transaction, and if I  
25 had a question, I would go direct to the account

1 manager or senior account manager and seek  
2 clarification if it wasn't properly noted in the  
3 comment section, row -- Column K.

4 Q. Would you ever make adjustments to the  
5 commission percentages?

6 A. No.

7 Q. Would you make adjustments to the  
8 commission dollar amount?

9 A. No.

10 Q. Who would do that?

11 A. Christine Steigmann.

12 Q. Would she do that at your direction?

13 A. Yes.

14 Q. Now, what were the -- take the November '16  
15 tab you were on on Exhibit AG, are these the  
16 commissions for Mr. Lombardo?

17 A. Yes, it says RL, Column G.

18 Q. Let's walk through them. I am going to  
19 take us up so we can see the header here. Walk through  
20 the columns with me. So it has, Opportunity Name. Can  
21 you explain what that column is?

22 A. The opportunity is the language that's used  
23 in Salesforce to be tied with a client's name.

24 Q. And the Type, can you explain what -- I  
25 missed one. If we go to -- well, let's finish this up

Page 190

1 first. The Commission, can you explain to me the  
2 Commission column?

3 A. Oh, there's Type. Should we do Type since  
4 we are here?

5 Q. Yes, please.

6 A. It would be either new business or it would  
7 be a contract that was a renewal -- license that was  
8 renewing.

9 Q. And what's the amount next to it?

10 A. The amount next to it, if it's a renewal,  
11 represents 3% of that opportunity.

12 Q. So if we look at, once you get back to the  
13 top there, Column C says, Amount. What was that  
14 amount?

15 A. If it says renewal, it is 3% of -- that is  
16 the amount of the contract, excuse me, yes.

17 Q. And the next column is -- yeah, the next  
18 column is really Columns C and E combined, says  
19 Commission. And the first column there of the  
20 commission has the percentage in it. What did that  
21 percentage represent?

22 A. If it is a renewal, it is 3% of the amount.  
23 If it is new business, it is 15% of the amount with  
24 certain caveats.

25 Q. And the dollar value next to the percentage

Page 191

1 amount, what does that represent?

2 A. The commission --

3 Q. On the right hand side. Let me rephrase  
4 that so that this is clear for the record.

5 To the right-hand side under the Commission  
6 Column, there is a dollar value next to the percentage.  
7 What does that represent?

8 A. Commission.

9 Q. And then there is a Renewal Date column.  
10 What is the Renewal Date column?

11 A. That is the date that the license agreement  
12 renewed.

13 Q. And then there is a Column H that says --  
14 I'm sorry, Opportunity Owner is Column G and it has  
15 some initials there, RL. What is an Opportunity Owner?

16 A. That's just the designated account manager.

17 Q. So in this instance, R L would stand for  
18 Richard Lombardo, correct?

19 A. Yes.

20 Q. And then Column H says Demo, question mark.  
21 What is that column?

22 A. That says who did the demo.

23 Q. And if it has an NA in that column, do you  
24 know what that means?

25 A. Typically N A means, not applicable.

Page 192

1           Q.     So, for example, in the row that you are  
2     in, in Row 5, it was a renewal, and so it has an N A in  
3     Demo. I take it there wouldn't usually be a demo for a  
4     renewal; is that fair?

5           A.     Yeah, absolutely.

6           Q.     And then Column I says, Survey Sent,  
7     question mark. What survey is that column referring  
8     to?

9           A.     Customer satisfaction survey.

10          Q.     And there are dates in there, so did that  
11        represent the date that the survey was sent?

12          A.     That's what the header says in Column I.

13          Q.     And if there is an N A in the field  
14        underneath that column, what did that N A stand for?

15          A.     Typically N A means not applicable.

16          Q.     And then there is a Note column, Column J,  
17        correct? It doesn't look like there is any note --

18          A.     Yes.

19          Q.     I'm sorry, I broke my own rules.

20                 It doesn't look like there are any notes in  
21        this particular one, but what type of notes would there  
22        be in that field?

23          A.     Any information that was needed to clarify  
24        any of the previous columns to Column J.

25          Q.     And then Column K says Paid, question mark.

1       What is that column?

2           A.     That indicates the date that we received  
3 payment for that license agreement from that  
4 Opportunity Name.

5           Q.     So it doesn't refer to the date that the  
6 account manager may receive the commission in their  
7 pay, correct?

8           A.     Correct.

9           Q.     And so if we look at Row 9 and 10 on the  
10 November 5, 2016 tab of Exhibit AG, there is a yellow  
11 dot in K with no date in it. Does that mean that the  
12 commission -- sorry, that the contract had not been  
13 paid by the client at that point?

14          A.     I used to get these from Christine, and it  
15 looked like an artifact to me.

16          Q.     But if there is no date in that column,  
17 then what your understanding would be is that that  
18 client hadn't paid that commission yet -- not the  
19 commission -- hadn't paid on the contract yet, correct?

20          A.     If there is not a date in there, then we  
21 are still waiting on payment.

22          Q.     Okay. Continue.

23          A.     And at that point, we went ahead and paid  
24 whether we had been paid or not.

25          Q.     At some point, that changed, correct, how

Page 194

1 the commission was paid, the timing of the payment of  
2 commissions was changed, correct?

3 A. Yes.

4 Q. And can you explain what change was made?

5 A. We paid commissions when we received  
6 payment from the client.

7 Q. When Mr. Lombardo first started working for  
8 Chmura, what percent was paid on -- well, let me  
9 rephrase that.

10 What constituted new business? What would  
11 be included in new business?

12 A. It was a new opportunity.

13 Q. And how was that defined?

14 A. I'm sorry? How was that defined?

15 Q. Yes.

16 A. New business means that it is a new client.

17 Q. Do you know if there are records for the  
18 commissions paid to Mr. Lombardo in 2015?

19 A. Sorry, could you restate that? You were  
20 turning your head and I couldn't hear you.

21 Q. I'm sorry. Yes, absolutely. I said, are  
22 you aware of whether there are any records for  
23 commissions paid to Mr. Lombardo in 2015?

24 A. There would be records in QuickBook.

25 Q. And do you know if those were produced, his

Page 195

1 commission records were produced in Discovery?

2 A. I do not. In 2015?

3 Q. Yes.

4 A. I do not.

5 Q. Do you know when the change was made on the  
6 time of commission payments?

7 A. In early 2019.

8 Q. I am going to show you what's been marked  
9 as Exhibit AH. It is another spreadsheet.

10 - - - - -

11 (Thereupon, Deposition Exhibit AH, Copy  
12 of Excel Spreadsheet for March 2017  
13 through September 2019, was marked for  
14 purposes of identification.)

15 - - - - -

16 Q. If you can take a look at this.

17 A. (Reviewing.)

18 That was an interim, yep. We were getting  
19 into situations where clients weren't paying and we  
20 paid out commissions, and we had to have fiduciary  
21 responsibility within the account managers to earn  
22 their renewal. So they needed to track down those past  
23 due notices, and that's what that Row 1 is about.

24 Q. Do you recognize this spreadsheet?

25 A. Yes, ma'am.

Page 196

1 Q. And what is it?

2 A. It appears to be a commission report.

3 Q. It goes from March of 2017 through  
4 September of 2019, correct?

5 A. That's what the tabs indicate at the  
6 bottom.

7 Q. And these are Mr. Lombardo's -- pertain to  
8 Mr. Lombardo's opportunities, correct?

9 A. I am used to seeing all of them together,  
10 so if this is a commission report, it should have  
11 everybody in there, not just Mr. Lombardo.

12 Q. Well, does this one contain everybody as  
13 you look through it?

14 A. Well, I can only see Rows 1 through 19.  
15 This appears to be something that was prepared in  
16 production for this case, so I would not say it was --  
17 no.

18 Q. Did you prepare it?

19 A. No.

20 Q. Do you know who did prepare it?

21 A. Sharon Simmons most likely, or Hannah  
22 Whisenant.

23 Q. Did you review it for your deposition  
24 today?

25 A. I did not.

Page 197

1           Q.     I am going to show you the first  
2 spreadsheet here and ask you a few questions on it.  
3 You will see on Row 18, this is tab March 7, 2017 of  
4 Exhibit AH, and if you look at Row 18, in the  
5 Commission column --

6           A.     Do you mind highlighting that for me, put  
7 your cursor on it?

8           Q.     Sure.

9           A.     I have a little bit of astigmatism.

10          Q.     In the Commission Percent column, you see a  
11 7.5%?

12          A.     Uh-huh.

13          Q.     Why is it 7.5 and not either 15 or -- well,  
14 let me take a step back. Row 18 shows the type, New  
15 Business, correct?

16          A.     Yes, ma'am.

17          Q.     And it shows in the Commission column, the  
18 7.5 %, correct?

19          A.     It does.

20          Q.     And why would that be at a 7.5% versus a  
21 15%?

22          A.     In March of 2017, that would have been Kyle  
23 West in the supervisory role, and more than likely --  
24 it says in Column J that Rick and Austen worked on this  
25 together, so they split the commission.

Page 198

1           Q.     So was that common, then, that splitting  
2 commission if two account managers worked on an  
3 opportunity together?

4           A.     Is your use of the word common, frequent?  
5 Or is your use of the word common, a policy manner?

6           Q.     Let me rephrase that. Thank you.

7                   Was it policy to split the commission if  
8 more than one account manager worked on an opportunity?

9           A.     Absolutely. They worked as a team. Those  
10 are the two meteorites working together on that one.

11          Q.     Did they -- well, who decided the split on  
12 the commission if two account managers worked on an  
13 opportunity together?

14          A.     I probably did.

15          Q.     Would you ultimately approve it or not?

16          A.     Absolutely. Absolutely.

17          Q.     How were -- if, for example, there was new  
18 business that signed a multi-year contract and paid  
19 that multi-year contract upfront, how were commissions  
20 calculated on that basis?

21          A.     So let me give you that in a why response  
22 and not a how, is that okay?

23          Q.     You can give me whatever response you give  
24 me and I will listen to you and follow up.

25          A.     Okay. So would you restate the question?

Page 199

1 You want to know how multi-year deals were handled in  
2 terms of commissions when the entire multi-year deal  
3 was paid in year X?

4 Q. Correct.

5 A. Because the client, particularly the B to B  
6 client, can cancel at any time, there is not a  
7 guaranteed 3% deal. Now, if they pay upfront, we still  
8 have to get those renewals, right? Which means if you  
9 get 15% commission, you really need to follow-up with  
10 those touch points every quarter, you can kind of let  
11 that one slide because you already got your commission  
12 for it. So to make sure those touch points that were  
13 required for renewal, you have to make sure that you  
14 take a 12 month commission and a 3% renewal thereafter.

15 Q. Was it standard policy at Chmura for  
16 account managers and senior account managers to not  
17 have any touch points with a client that signed a  
18 multi-year -- signed and paid a multi-year contract?

19 A. Okay, so it is Chmura, not Shmura, if you  
20 don't mind. Dr. Chen, Chmura.

21 At Chmura, we did everything we could to  
22 incentivize our account managers to take care of our  
23 client. So rather than pay 15% upfront, we pay 15%,  
24 renewal, renewal, renewal, renewal.  
25 Depending on the terms. But you wanted that client to

Page 200

1 renew.

2 Did I answer your question? Was it a  
3 standard practice question or policy question?

4 Q. Was the standard policy on a contract, on a  
5 multi-year contract that was fully paid upfront for an  
6 account manager and senior account manager to have no  
7 touch points with that client after that contract was  
8 paid?

9 A. No, we would never encourage no touch  
10 points. That's the whole thing I just went through  
11 with the 3% commission.

12 Q. Okay. Was it ever put in writing that a  
13 multi-year contract, fully paid, would be paid out in  
14 commissions at 15% on the first year and 3% on the  
15 years thereafter?

16 A. That was recorded on the standard operating  
17 procedures.

18 Q. When were those standard operating  
19 procedures adopted?

20 A. Under Greg's watch in 2017.

21 Q. So what about commissions prior to the  
22 standard operating procedures?

23 A. Well, generally, things go like this,  
24 Christine, is you have a year and you develop Best  
25 Practices, and that would have been 2015 through 2016.

Page 201

1       Once you get through all the kinks of a start-up  
2       department, then you organize standard operating  
3       procedures based on best practices, and there is a  
4       spirit of continuous improvement.

5           Q.     How were -- let me ask this: Were  
6       commissions paid differently on multi-year contracts in  
7       2015 and 2016 than they were in 2017 going forward?

8           A.     That's not to my understanding, no.

9           Q.     When an account manager started at Chmura,  
10      how were they paid for -- well, let me rephrase that.

11              If an account manager, let's say, inherited  
12      an opportunity from a prior account manager and  
13      ultimately closed the deal, how were commissions paid  
14      on that deal to the new account manager?

15           A.     What year are you in? When you said  
16      started --

17           Q.     Well, new --

18           A.     And the account manager -- can you be more  
19      specific about what you mean by new account manager?

20           Q.     If Chmura hired a new account manager --  
21      when Chmura --

22           A.     When?

23           Q.     In 2015. Who inherited an opportunity and  
24      ultimately closed that opportunity, how were they --  
25      what percentage of commission were they paid?

Page 202

1           A.     As we discussed last week, there were  
2 practices in place that if they prospected that client,  
3 they did -- they set up the demo, they actually did the  
4 demo on their own without the help of an economist or  
5 statistician to close that deal, they did the paperwork  
6 properly in Salesforce -- the documentation, excuse  
7 me -- and then they correctly reported information to  
8 the Accounting Department, that constituted a complete  
9 15% initial sales cycle.

10           If they inherited that, then we have to  
11 look at how they inherited that, who did the demo, was  
12 there supporting staff on that demo? Did they close,  
13 et cetera, et cetera. So you have to be able to  
14 understand the full sales cycle.

15           So if they just got a wet signature on a  
16 license agreement, that's the equivalent to the level  
17 of effort of a renewal, so that was 3%. If they  
18 didn't --

19           Q.     Did they -- I'm sorry.

20           A.     No, go ahead.

21           Q.     Was there ever an instance in which an  
22 account manager only had to procure a signature on a  
23 contract and still got paid the 15% commission between  
24 2015 and today?

25           A.     Not that I'm aware of.

Page 203

1           Q.     To your knowledge, did you ever approve the  
2 commission in that instance, at 15%?

3           A.     What instance of 15%, the complete sales  
4 cycle?

5           Q.     No, in the instance in which a contract --  
6 where the demo had already been completed and the  
7 contract was about to be inked, I think were your  
8 words. Had you ever approved a 15% commission for an  
9 account manager who inherited it in that status?

10          A.     I have no recall of doing that.

11          Q.     I want to turn your attention to this  
12 November 2017 tab on AH. And if you look at Row 5, you  
13 will see under Commission there is 5%. Can you explain  
14 in this instance why a 5% commission was paid on new  
15 business instead of 15%?

16          A.     So this was under Greg in 2017, November of  
17 2017. He took over October 1 of 2017. So let me see  
18 what's in that -- are we on Row 5? Is that the one,  
19 the timeline we're in?

20          Q.     Yes.

21          A.     Cuyahoga County? Oh, my gosh. I'll never  
22 forget that one. Yeah, Cuyahoga County is the county  
23 for our headquarters in Cleveland. And Cuyahoga County  
24 came in to the Cleveland office, and the original demo  
25 was given by Greg.

Page 204

1                   And the paperwork to get Cuyahoga County as  
2 a new client was unbelievable. I believe that our  
3 Operations Department worked on that for six months  
4 before we were able to get it in. So Rick got 5% in  
5 that situation because he didn't do the demo, he didn't  
6 do the paperwork.

7                   It falls into that 5% category of -- pretty  
8 much a judgment call, but that would have been Greg's  
9 call. And it was an RFP, so he wouldn't have filled  
10 out the RFP. I think that's a very generous commission  
11 for the level of effort that he had to do.

12                  Q.       Was there a written policy of reducing the  
13 commission from 15% to a lesser amount if an RFP was  
14 involved?

15                  A.       Yes, he should have an email on that from  
16 me.

17                  Q.       Do you recall when you would have sent that  
18 email?

19                  A.       I was the only one that sent the email, was  
20 that the question?

21                  Q.       No, do you recall when you would have sent  
22 that email?

23                  A.       Oh, I think it was March of 2015.

24                  Q.       And do you know if that email was produced  
25 in Discovery?

Page 205

1 A. Yes.

2 Q. Was it?

3 A. Yes.

4 Q. I am going to show you, or direct your  
5 attention to the October 2017 tab on Exhibit AH. The  
6 Opportunity Name is Entergy Mississippi and it has a 6%  
7 commission in the Commission column. Can you explain  
8 why this one has a 6% commission in that column?

9 A. That would be Greg's judgment, but I can  
10 tell you when Entergy was being managed by Rob  
11 McMillin, that they were a former client, and I don't  
12 know the details behind this one.

13 Q. Did you approve this 6% commission?

14 A. No, that would have been Greg.

15 Q. You mentioned earlier that Greg took over.  
16 What did Greg take over?

17 A. He took over Kyle's supervisory role of the  
18 sales team because Kyle --

19 Q. Go ahead, you can finish your thought.  
20 What did Kyle --

21 A. No, no. I just -- Kyle had other plans.

22 Q. What were Kyle's other plans?

23 A. He wanted to go to Italy with his wife.

24 Q. Okay. How long -- and Kyle is Mr. West,  
25 right, Kyle West?

Page 206

1 A. Yes, ma'am.

2 Q. Kyle -- how long was Mr. West in Italy for?

3 A. The month of January 2018, the month of  
4 April and half of May of 2018.

5 Q. And did he come back to work in May of  
6 2018?

7 A. He did.

8 Q. I am going to show you the tab so we can go  
9 to a concrete example. (Indicating).

10 Okay, I froze the first column here. We  
11 are on the April 2019, the April 2019 tab of Exhibit  
12 AH, and I want to direct your attention to Row 11 and  
13 12. I highlighted Row 11. If you could just take a  
14 look at those two rows for us for a minute and tell me  
15 when you are ready.

16 A. (Reviewing.)

17 Q. Are you familiar with the "Workforce  
18 Solution, South Plains 3-year Agreement" opportunity?

19 A. That was a mouthful. Somewhat, yeah.

20 Q. And there is a note in this particular row  
21 that states -- if you want to scroll over for a moment  
22 -- "Rick was paid for all three years at the new  
23 business rate. Only the 12 months should be paid at  
24 that rate." Do you see that?

25 A. Yes, ma'am.

Page 207

1 Q. Do you know who made that note?

2 A. It was either Sharon or Hannah.

3 Q. And we talked about how 15% commission  
4 would be paid on the first year and then the 3% would  
5 be paid on the remaining years on a contract that was  
6 paid in full, correct? We already talked about that?

7 A. Yes, ma'am.

8 Q. Is this one of the instances in which  
9 Mr. Lombardo would have been paid commission on the  
10 first year at 15% and then the remaining paid at 3%?

11 A. Yes.

12 Q. Who, in this instance -- let me rephrase.

13 Did you approve payment on this one at the  
14 rate of 15% for the first year and 3% for the remaining  
15 years?

16 A. That would have been April '19. That would  
17 have been early in Eli's tenure, so I imagine he was  
18 just learning. So this probably went to Sharon after  
19 Eli glanced at it.

20 He wouldn't have known enough at that time  
21 to -- I mean, he may have. Talking about Eli here. So  
22 I don't know about this one. I am aware that that  
23 adjustment was made.

24 Q. Okay. To your knowledge, was -- we looked  
25 at the spreadsheet AG, which was October 2016 to

Page 208

1 February 2017. Was the spreadsheet we are looking at  
2 now, AH, did it pull information from a different  
3 source than spreadsheet AG?

4 A. No, everything came from QuickBooks and  
5 backed up by Salesforce.

6 Q. So we talked about opportunity. We talked  
7 multi-year contracts, talked about commissions when  
8 more than one account manager worked on opportunities.  
9 Were there any other instances in which a commission  
10 would be adjusted?

11 A. No, unless there was a mistake like this  
12 one appears to be a mistake.

13 Q. Well, this was -- you are talking,  
14 Workforce Solutions on tab -- on the April 2019 tab,  
15 correct?

16 A. Yes. Any time you see something in red  
17 with a negative on it, it is an adjustment and  
18 somebody's mistake.

19 Q. But this was an adjustment for a multi-year  
20 paid contract, correct?

21 A. Yes, ma'am.

22 Q. I want to change topics now and close this  
23 out. I am going back to Exhibit A, Notice of  
24 Deposition. You were designated as the corporate  
25 representative to speak about "Eli Auerbach's

Page 209

1 termination, including the decision to terminate,  
2 reason for termination and notice to Mr. Auerbach of  
3 his termination"; is that correct?

4 A. Yes.

5 Q. When was Mr. Auerbach terminated? When was  
6 his employment terminated?

7 That was a poorly worded question.

8 A. December of 2019.

9 Q. What were the circumstances surrounding his  
10 employment termination?

11 A. He wasn't meshing with leadership in terms  
12 of direction we wanted to go. He had a different  
13 direction he wanted to take the sales team, and the  
14 level of conflict that was creating for the sales team  
15 wasn't necessary.

16 Q. What direction did he want to take the  
17 sales team?

18 A. He wanted to, basically, raise their base  
19 salary and lower their commissions, which was creating  
20 anxiety for them.

21 Q. After Mr. Auerbach was terminated, did  
22 Chmura make adjustments to the commission structure?

23 A. So we got kind of caught -- blindsided with  
24 two new hires that came in that December, and  
25 unbeknownst to us, Mr. Auerbach had designed their

Page 210

1 offer letters, signed it himself, sent it out. And so  
2 they came in under, here is the structure. And that  
3 was never approved by leadership.

4 So we were pretty much stuck. So we had  
5 some bumps there, bumps in the road. And, I mean, he  
6 didn't have the the authority to sign an offer letter.

7 Q. So Mr. -- Mr. Auerbach did not have  
8 authority to -- let me ask, who does have authority to  
9 sign an offer letter?

10 A. Me, Sharon Simmons, Chris.

11 Q. And in these two instances, you didn't?

12 A. Can I correct my testimony? John Chmura  
13 and Greg Chmura can sign for their people.

14 Q. And then, also, the others you listed can  
15 sign for account managers; is that right? Ms. Simmons,  
16 and was there somebody else you mentioned as well?

17 A. Chris Chmura, but I don't believe there is  
18 any situation where Sharon or Chris signed. It was  
19 usually me.

20 Q. And in these two instances, you didn't  
21 review the offer letter before they went out to these  
22 new account managers?

23 A. No, I didn't see them.

24 Q. When did you discover that these offer  
25 letters had gone out in the form that they did?

Page 211

1           A.       When the decision was made between Eli and  
2       Aisha to hire them, I got to see the letter then, and  
3       it was the new sales structure that we hadn't even  
4       approved.

5           Q.       Were those letters already signed by the  
6       new employees?

7           A.       When I saw them?

8           Q.       Yes.

9           A.       I don't remember.

10          Q.       Is the sales team currently being paid on a  
11       different commission structure than was in effect when  
12       Mr. Lombardo was employed?

13          A.       Yes.

14          Q.       And is it the structure that Mr. Auerbach  
15       proposed?

16          A.       Yes.

17          Q.       When was that change made?

18          A.       December 1, 2019.

19          Q.       And was leadership involved in that  
20       decision?

21          A.       We had to deal with the situation of two  
22       employees coming in with a different sales structure  
23       than the remaining employees.

24          Q.       Why was the decision made to alter the  
25       existing -- alter the structures of existing employees

Page 212

1 as opposed to the new employees?

2 A. Some members of leadership felt like the  
3 new structure was good and that it was more manageable  
4 and sustainable over time, but we shot ourselves in the  
5 foot on FMLA by raising somebody from 50,000 to 60 in  
6 terms of hitting that high income target.

7 Q. Prior to Mr. Auerbach's termination, did  
8 Chmura have him sign an affidavit pertaining to this  
9 case, Mr. Lombardo's case?

10 A. Eli was eager to sign that affidavit, yes.

11 Q. Who prepared that affidavit?

12 MS. SIEGMUND: I would object to -- or  
13 instruct you not to answer to the extent that gets into  
14 attorney-client communications.

15 Q. Are you not going to answer that question?

16 A. I am not.

17 Q. Let me ask this, did you prepare that  
18 affidavit?

19 A. No.

20 Q. Did you review the affidavit before it was  
21 provided to Mr. Auerbach?

22 A. Yes.

23 Q. And that affidavit was -- let me ask this,  
24 who handed the affidavit to Mr. Auerbach for his  
25 signature, if you know?

1 A. Greg Chmura.

2 Q. And Mr. Auerbach ultimately signed the  
3 affidavit, correct?

4 A. Yes.

5 Q. And the date he turned that affidavit back  
6 to the company, he was terminated; is that correct?

7 A. Yes.

8 Q. Who had the discussion with Mr. Auerbach  
9 regarding his termination, if there was any?

10 A. Greg Chmura.

11 Q. Were you present, either by phone or in  
12 person, when Mr. Auerbach was terminated?

13 A. No.

14 Q. Was leadership in agreement on terminating  
15 Mr. Auerbach?

16 A. Yes.

17 Q. I am going to turn your attention back to  
18 Exhibit A just for a second. I think we are on our  
19 last topic here. You were designated as the  
20 representative regarding Topic Number 32,  
21 "Mr. Lombardo's personnel file"; is that correct?

22 A. Yes.

23 MS. SIEGMUND: I think we went through a  
24 lot of this on Thursday, so, hopefully, we can fast  
25 track this.

Page 214

1                   MS. COOPER: We did. I think I only have  
2 one question on this, maybe a few, don't hold me to  
3 one, but we already went through a lot today as well.

4                   Q.     Earlier today you testified you did not  
5 review his personnel file prior to this deposition,  
6 correct?

7                   A.     Correct.

8                   Q.     When was the last time you did review this  
9 personnel file?

10                  A.     I don't know.

11                  MS. COOPER: If we can just take a break  
12 for a moment. I think that concludes the 30(b) portion  
13 of the deposition, but I want to just page through.

14                  Let's take a short break.

15                  MS. SIEGMUND: Sure. Do you want to take a  
16 lunch, or do you want to just do a short break and keep  
17 going?

18                  THE WITNESS: I want to keep going.

19                  MS. SIEGMUND: Okay.

20                  MS. COOPER: We're going to take five.

21                  - - - - -

22                  (Short recess taken).

23                  - - - - -

24 BY MS. COOPER:

25                  Q.     I'd like to go on to the individual part of

Page 215

1       this deposition and move away from the 30(b)  
2       deposition. Some of the topics may sound a little  
3       similar, Ms. Peterson, but I will try to ask different  
4       questions, even though there is some overlapping in the  
5       way the topic designation is in the Notice of  
6       Deposition.

7                          With respect to payment of commissions,  
8       when Mr. Lombardo first started, I think you already  
9       testified, that you would review and approve those  
10      commissions; is that correct?

11                     A.       Yes.

12                     Q.       And when he first started with the company,  
13       he was -- some of his commission rates were changed  
14       based on status of opportunity provided to him; is that  
15       correct?

16                     A.       Yes.

17                     Q.       Can you tell me a little more about those  
18       changes in commission rates, if you recall?

19                     A.       Yes. I can tell you the same thing I told  
20       you several times. Do you want me to go through it  
21       again?

22                     Q.       Just as to when he first started, yes,  
23       please.

24                     A.       So prior to Mr. Lombardo's employment, we  
25       had Robert McMillin. He was -- he was more of a

Page 216

1 business development person for JobsEQ, and so he had  
2 gone to several conferences. He was prospecting. He  
3 was getting license agreements in place, and then left.

4 And so about two months later, we had gone  
5 to ComDoc and got an understanding of what a sales team  
6 for technology looked like. And when Mr. Lombardo came  
7 on, there were several deals amongst -- close, or even  
8 closed in the case of, I believe, counties. I know  
9 they had been closing them in Salesforce.

10 So we had the policy that I told you about  
11 before, the total initial sales cycle for 15% starts at  
12 prospecting and ends with the closed deal. If he  
13 didn't hit all of the points in that process, then the  
14 commission rates were calculated due to what we  
15 considered level of effort.

16 Q. When did Mr -- is it McMillin? Is that  
17 right?

18 A. Yes.

19 Q. When did Mr. McMillin leave the company?

20 A. November of 2014.

21 Q. And Mr. Lombardo started in February of?

22 A. February 18, 2015, yes.

23 Q. And just so it is clear, because I had a  
24 hard time -- 2015 Mr. Lombardo started, correct?

25 A. Yes.

Page 217

1           Q.     And so some of the leads that were turned  
2 over to Mr. Lombardo were leads from Mr. McMillin,  
3 correct?

4           A.     Leads from Chris Chmura.

5           Q.     I want to focus just for a moment on the  
6 leads from Mr. McMillin if we could.

7           A.     Sure.

8           Q.     Are they -- are the leads from Mr. McMillin  
9 different than from Dr. Chmura?

10          A.     No.

11          Q.     So they were the same leads?

12          A.     I thought you meant prospects.

13          Q.     No, no. Were actual leads handed over to  
14 Mr. Lombardo pertaining to Mr. McMillin, different  
15 leads than those that Dr. Chmura had worked on?

16          A.     Yes. As far as I can remember, yes.

17          Q.     With respect to the leads that were from  
18 Mr. McMillin, are you aware of any contact between  
19 those leads when Mr. McMillin left and when  
20 Mr. Lombardo started?

21          A.     I can't be specific, but I know there was  
22 ongoing dialogue with opportunities before the sales  
23 team was organized.

24          Q.     Can you be more specific? What do you mean  
25 by, "before the sales team was organized"?

Page 218

1           A.     So Mr. McMillin had a series of very warm  
2     leads, unsigned agreements that were already out there  
3     in the hands of the potential client. So they varied.

4           Q.     What, if any, of Mr. McMillin's leads  
5     closed between the time he left the company and the  
6     time Mr. Lombardo started?

7           A.     I know -- say that again?

8           Q.     What leads, if any, closed between the time  
9     Mr. McMillin left the company and the time Mr. Lombardo  
10    started?

11          A.     So I know in Salesforce there is a signed  
12    agreement with lead Telsey (ph) with Mr. McMillin's  
13    name on it.

14          Q.     Did Mr. McMillin close that?

15          A.     Did Mr. McMillin sign it? He did.

16          Q.     So he would have been there at the time --  
17    he would have been employed by Chmura at the time that  
18    that was signed, correct?

19          A.     Not necessarily. You can have a license  
20    agreement waiting on a signature.

21          Q.     So does Chmura sign -- or a representative  
22    of Chmura sign the agreement before it is sent to a  
23    prospective client?

24          A.     Yes, yes.

25          Q.     How many warm leads, or very warm leads

Page 219

1       were handed to Mr. Lombardo that were generated by  
2       Mr. McMillin?

3           A.     I don't know the number.

4           Q.     Would that information be documented  
5       anywhere?

6           A.     Salesforce, if it is properly documented.

7           Q.     Could you ballpark how many? 10, 20, 100?

8           A.     I don't want to do that. That's guessing.

9           Q.     How long is a lead very warm for?

10          A.     Varies by client.

11          Q.     What would be the range?

12          A.     One day to one year.

13          Q.     How was that determined, that length of  
14       time?

15          A.     Well, money. Budget.

16          Q.     Can you explain how?

17          A.     As we discussed last week, our business to  
18       government client had longer sales cycles, typically,  
19       than our business to business client. That's driven by  
20       policy and practicality.

21          Q.     The current sales team at Chmura, have they  
22       been hitting their quotas from the time Mr. Lombardo  
23       left to the current time?

24          A.     They have not.

25          Q.     Do you know the reason they haven't been

1 hitting those quotas?

2 A. They're very young.

3 Q. Are they inexperienced?

4 A. Very.

5 Q. Does the company currently have any senior  
6 account managers?

7 A. No.

8 Q. Were there any warm leads after -- that  
9 Mr. Lombardo had that were distributed after his  
10 termination?

11 A. I'm sure there were, but I am not aware of  
12 what they are.

13 Q. Are you aware of whether anyone worked  
14 those leads?

15 A. I am sure they did that under Dr. Shelly's  
16 watch, and he is making sure that everything is in  
17 place.

18 Q. What is Dr. Shelly's background?

19 A. He is a Ph.D, a Harvard Fellow. He was a  
20 professor at Wake Forrest, and now he works for Chmura.

21 Q. And what's his title at Chmura?

22 A. Right now he is the Director of Sales and  
23 Education Specialist.

24 Q. And you probably have already answered  
25 this, but does Chmura currently have a sales manager?

Page 221

1           A.       That's Dr. Shelly. He is an interim. We  
2 are interviewing.

3           Q.       Does he have any background in sales?

4           A.       He was an entrepreneur for a couple years,  
5 so, yeah, he had to survive.

6           Q.       Does he have any sales management  
7 experience?

8           A.       He is getting that now.

9           Q.       I want to show you what's been marked as  
10 Defendant's Exhibit -- I believe it is -- V.

11           MS. COOPER: I am going to email Exhibit V  
12 to you, Kelli. I'll represent that it's the Responses  
13 to the Interrogatories. I did not have the  
14 verification page attached to the original version that  
15 I sent to you, Kelli, so I am going to send it with the  
16 verification sheet attached.

17                    - - - - -

18                    (Thereupon, Deposition Exhibit V, Copy  
19                    of Chmura Economics & Analytics, LLC's  
20                    Objections and Responses to Richard  
21                    Lombardo's First Interrogatories with  
22                    Verification Page, was marked for  
23                    purposes of identification.)

24                    - - - - -

25           Q.       I am showing you what's been marked as

Page 222

1       Defendant's Exhibit V, and I will hand over control.

2           A.       (Reviewing.)

3           Q.       Have you seen this document before,  
4 Ms. Peterson?

5           A.       Yes, ma'am.

6           Q.       Did you have, or did you assist in the  
7 preparation of the responses to these Interrogatories?

8           A.       Yes, ma'am.

9           Q.       If you can go to the very last page, and I  
10 can scroll down there, (indicating). Is this  
11 Dr. Chmura's signature?

12          A.       It is.

13          Q.       I want to direct your attention to  
14 Number 17. If you just read through that and then the  
15 substance of the response as well.

16          A.       (Reviewing.)

17          Q.       Have you had a chance to review it?

18          A.       Yes.

19          Q.       I just want to look at Number 2 for a  
20 moment here, the company's position that Mr. Lombardo,  
21 quote, Regularly exercised significant discretion when  
22 performing his job duties.

23                   Can you describe for me what your  
24 understanding of his discretion is?

25          A.       He was allowed the opportunity to prospect

Page 223

1       in the whole United States in the manner that met his  
2       goals, his percentage goals. Nobody prospected for  
3       him. He managed the prospecting prospects.

4           Q.     Okay. Any other discretion?

5           A.     Any other discretion?

6           Q.     Yes.

7           A.     He had a lot of liberty in choosing  
8       conferences to attend. He was, basically, a product  
9       development adviser because he was battle tested and  
10      knew what the clients needed more than we did.

11          Q.     Anything else?

12          A.     I mean, we can move on.

13          Q.     Well, I am just asking, is that all the  
14       discretion -- are those all the categories of  
15       discretion that you believe Mr. Lombardo regularly  
16      exercised?

17          A.     I agree with everything in Paragraph 2.

18          Q.     And Paragraph 2 -- well, let's see. It  
19       says, "Offering substantial discounts to customers."  
20       So is that another area where he exercised significant  
21       discretion, according to you?

22          A.     Yes.

23          Q.     So going to the first category of  
24       discretion you mentioned, was prospecting the whole  
25       United States, correct?

Page 224

1           A.     Correct.

2           Q.     Did any account -- let me ask this, did he  
3 have discretion to prospect the whole U.S. throughout  
4 his entire time at Chmura?

5           A.     No.

6           Q.     When did that change? Or let me rephrase.  
7                         How did it start? What was his discretion,  
8 and, then, how did it change?

9           A.     As the business grew, the plan was always  
10 to add additional sales -- account managers to manage  
11 sales. So as the business --

12          Q.     So at the -- I'm sorry. Go ahead.

13          A.     From 2015 until 2019, markets changed, so  
14 did territory.

15          Q.     So early on in his tenure with Chmura, he  
16 prospected the whole U.S.; is that correct?

17          A.     As I previously stated, yes.

18          Q.     And then as time went on, was his territory  
19 limited?

20          A.     It was changed.

21          Q.     Who made that change?

22          A.     I'm sorry? Who made the change?

23          Q.     Yes.

24          A.     It was SEA Group.

25          Q.     And Mr. Lombardo would have been informed

Page 225

1 of this new territory; is that right?

2 A. Yeah.

3 Q. I think we already talked about choosing  
4 conferences, which is the second area of discretion on  
5 your list, but do you have any specific recollection of  
6 conferences Mr. Lombardo recommended Chmura attend?

7 A. Texas Economic Development Conference was  
8 his favorite. He had a lot of clients in Texas.

9 Q. Was he the first account manager to attend  
10 the Texas Economic Development Conference?

11 A. Yes.

12 Q. Do you know how he learned about that  
13 conference?

14 A. Through his clients.

15 Q. Prior to -- well, let me ask this, was he  
16 allowed to attend that conference?

17 A. Yes.

18 Q. Was there any discussion prior to his  
19 attendance -- let me rephrase that.

20 Was there any discussion regarding whether  
21 a representative of Chmura should attend that  
22 conference?

23 MS. SIEGMUND: Object to the form of the  
24 question. You can answer.

25 A. Rick came to us and said, I am going to

Page 226

1       this conference. And we said, great, go bring them in.

2           Q.     Did Mr. Lombardo ask permission to attend  
3       that conference?

4           A.     Well, he was an employee.

5           Q.     So what does that mean?

6           A.     There is a chain of command. You go  
7       through that when you are spending company's money.

8           Q.     So he went up the chain of command before  
9       attending the conference?

10          A.     No, he let us know he was attending it and  
11       we thought it was great.

12          Q.     So when you say we, who is "we"?

13          A.     SEA Group.

14          Q.     So the SEA Group approved him attending  
15       that conference?

16          A.     SEA Group was excited about it, yeah.

17          Q.     If SEA Group hadn't been excited about it,  
18       would he still be permitted to go?

19           MS. SIEGMUND: Object to the form of the  
20       question. You can answer.

21          A.     So we are a consensus based organization  
22       and, ultimately, if Rick wanted to go to that  
23       conference, I would have been the voice of the business  
24       reasons behind that, and he would have gone, and SEA  
25       Group would have been fine with that.

1           Q.     Okay.  Was there ever a time Mr. Lombardo  
2     asked to go to a conference, to your recollection, that  
3     he was denied permission to attend?

4           A.     In 2018, we did the most conferences we had  
5     ever done, and we had to scale back in 2019 due to the  
6     fact we had added 18 employees in 2018.  So we had to  
7     make budget decisions and cut back on conferences.  
8     Mr. Lombardo was not given permission to do that.

9           Q.     Okay.  So Mr. Lombardo did ask to attend  
10    certain conferences, at least in 2019, where he was not  
11    given permission to attend; is that correct?

12          A.     Where no one was given permission to  
13    attend, that is correct, not just Mr. Lombardo.

14          Q.     Now, you said that he also exercised  
15    discretion with respect to product development, being a  
16    product development adviser.  Can you explain that a  
17    little bit more?

18          A.     Sure.  In July of 2019, we actually brought  
19    on a product manager.  Prior to that, we were very  
20    dependent on the account managers to bring back  
21    innovative ideas from the field.

22          Q.     What was the product manager's main, or  
23    primary responsibility as of 2019 going forward?

24          A.     He owns the road map, and he builds new  
25    cases, and all the things that we never had anybody to

Page 228

1 do for us before. But you'd have to talk to John about  
2 that, John Chmura.

3 Q. So prior to Chmura retaining or hiring a  
4 product manager, what specifically did Mr. Lombardo do  
5 to assist with product development?

6 A. He often made ethic -- you know, there is  
7 300 logs of him asking for GDP, for example. He worked  
8 closely with I.T. to set the priorities of the road  
9 map.

10 Q. When you say 300 logs, what you do you mean  
11 by 300 logs?

12 A. Those are requests that are logged on  
13 Onstage.

14 Q. Was GDP ever developed by Chmura?

15 A. Yes.

16 Q. When was it developed?

17 A. See, I can't remember that date.

18 Q. Has GBP -- sorry -- GDP been pushed to  
19 market?

20 A. It's commercially available in JobsEQ.

21 Q. And Mr. Lombardo had asked 300 times prior  
22 to it being pushed commercially; is that right?

23 A. No, that's just a number of times that he  
24 recorded that we needed it, and a lot of people needed  
25 it. So we were just playing catch-up, actually, with

Page 229

1 GDP. It was a lot to bring that particular analytics  
2 to the tool.

3 Q. So what recording? You said he would  
4 record it. What recording was he doing?

5 A. I am sure that's a combination of  
6 Salesforce, road map, postings Onstage, sales meetings.

7 Q. Was GDP Mr. Lombardo's independent idea?

8 MS. SIEGMUND: Object to the form of the  
9 question. You can answer.

10 A. Mr. Lombardo is not an economist, nor is he  
11 an I.T. person. The answer is, no.

12 Q. Looking back at this Exhibit V, as in  
13 Victor, Number 2, I want to turn to talking about where  
14 it says, "Regularly exercised significant discretion by  
15 offering substantial discounts to customers." Do you  
16 see that?

17 A. Yes, ma'am.

18 Q. What does that mean?

19 A. So Rick is the one that developed the  
20 sublicense model.

21 Q. What is the sublicense model?

22 A. He was able to understand the business and  
23 value proposition of aligning multiple clients under  
24 one contract.

25 Q. Had that ever been done before Mr. Lombardo

Page 230

1 started at the company?

2 A. No, that was created by Rick -- sorry, Mr.  
3 Lombardo.

4 Q. Can you explain what you mean by aligning  
5 multiple -- I apologize, I am going to ask you to say  
6 it again. Sorry, let me rephrase.

7 The sublicense model you are talking about,  
8 can you explain how the pricing would work on that?

9 A. 50% discount if you are a sublicensee.

10 Q. What is a sublicensee?

11 A. Someone that has come under a master  
12 license or a parent.

13 Q. Would these, the licensee and sublicensee  
14 be related entities?

15 A. There is a value proposition for them to be  
16 brought together.

17 Q. Was the pricing for this model set before  
18 Mr. Lombardo started at Chmura?

19 A. No.

20 Q. Chmura has what are called pricing  
21 matrixes, correct?

22 A. Correct.

23 Q. How are pricing matrixes developed?

24 A. The Pricing Committee sit down and do --

25 Q. Who's on that -- sorry.

Page 231

1           A. -- do a lot of math analysis of  
2 populations, analysis of demographics, competitive  
3 analysis. And the Pricing Committee, largely driven by  
4 Greg Chmura, develop the matrices with input from the  
5 account managers, of course.

6           Q. Who sits on the Pricing Committee?

7           A. Greg Chmura, Sharon Simmons, Leslie  
8 Peterson.

9           Q. How many -- let me rephrase that.

10                 When was the first pricing matrix put out  
11 by Chmura?

12           A. I don't remember.

13           Q. Would it have been before Mr. Lombardo  
14 started with the company?

15           A. No, no.

16           Q. When Mr. Lombardo started, then, how was  
17 Mr. Lombardo supposed to know how supposed to price the  
18 product?

19           A. We just had two price points based on  
20 population, 7995 and 9995.

21           Q. How many pricing matrices since the  
22 beginning -- or let me ask this: Are they numbered, the  
23 pricing matrices, if they change?

24           A. Of course.

25           Q. What number is Chmura up to on their

Page 232

1 pricing matrix?

2 A. You know, I think it is around 24, 25.

3 Q. And each different pricing matrix would  
4 have a change in price on it, correct?

5 A. There are some things would have changed.

6 Q. Okay. What other things could change on a  
7 pricing matrix?

8 A. I think the first or second iteration we  
9 added 75-mile radius. There is an MSA version, there  
10 is a county version, there is a regional version, there  
11 is an opportunity version. Businesses evolve over  
12 time.

13 Q. Is there one matrix used in any given point  
14 in time or -- let me re-ask that.

15 Is there one matrix used at any point in  
16 time?

17 A. I don't understand that question. Sorry.

18 Q. That's okay. I will rephrase it.

19 So you have approximately 24 pricing  
20 matrices currently. Can an account manager price based  
21 on any one of those, or only based on the most current  
22 pricing matrix?

23 A. The most current, but that's not to say  
24 that a deal will come in that gets priced based on a  
25 previous one.

Page 233

1           Q.     Is that because the deal could already have  
2     gone out before -- be quoted and gone out before the  
3     new pricing matrix went into effect?

4           A.     Yes.

5           Q.     I am going to show you what's been  
6     marked -- actually two documents, what's been marked  
7     Exhibit AA.   We will start with AA.

8                 - - - - -

9                 (Thereupon, Confidential Deposition  
10                 Exhibit AA, Copy of Pricing Matrix  
11                 Bates CHMURA0204226, was marked for  
12                 identification.)

13                 - - - - -

14           A.     (Reviewing.)

15           Q.     Do you recognize this document? I will let  
16     you take a look at it.

17           A.     I recognize it, but I can't read it. It is  
18     too small.

19           Q.     Okay. I'll see if I can help with that.  
20     (Indicating). Is that better?

21           A.     Yes.

22           Q.     Do you know what this is?

23           A.     That's a typical pricing matrix. I don't  
24     know which version it is.

25           Q.     You already answered my question.

Page 234

1                   Okay. In using this pricing matrix as an  
2 example, it contains -- actually, if you could walk me  
3 through it a little bit. It has, Postsecondary, not  
4 EDO, at the very top. What does that refer to?

5                   A. If it is a post secondary, it is education  
6 and not an economic development organization.

7                   Q. And so would you look at that top line  
8 where it says, ENR equals less than 5000, 5 to 10,000,  
9 10 to 20,000, 20,000 and up? Are those the columns you  
10 would look down to price for postsecondary?

11                  A. You are asking me to look at the 5K  
12 columns, or asking me --

13                  Q. How would I -- I am going to ask a more  
14 general question. I think it would be easier than me  
15 trying to guess.

16                  Walk me through using this pricing matrix.  
17 If I were an account manager working for Chmura, how  
18 would I use this pricing matrix?

19                  A. Well, for one thing, I would have rows and  
20 columns in there so I know which row I'm on, and these  
21 -- I guess this is scanned. So the biggest driver in a  
22 pricing matrix in an organization is price and  
23 population per capita. And this breaks this all out  
24 into easy to use, user type.

25                  Q. And what are the user types on, if you can

Page 235

1 point me to the user type on this particular pricing  
2 matrix.

3 A. Well, you can have, state economic  
4 development organizations, you can have private  
5 consultants, you can have university economic  
6 development organizations, utility companies. And that  
7 last column is Rick Lombardo's column. He is the one  
8 that -- was strategic enough to go after the small  
9 counties that our competition was ignoring.

10 Q. And then tell me how to use this. If I  
11 were pricing, let's take an example. If I were pricing  
12 to a utility company, how would I know what to charge  
13 for a new contract for JobsEQ?

14 A. So you work with the primary region and  
15 then you use the factors that are laid out under  
16 utilities.

17 Q. And what are those?

18 A. They may just want -- they might want zip  
19 code level data. They might want to add additional  
20 states. They might want to add additional counties.  
21 They might want the whole nation. They can add  
22 additional seats.

23 Q. So let's say I was the utility company, or  
24 I'm selling to the utility company that wants just  
25 their region.

Page 236

1           A.     What do you mean by region? Region is  
2 anything lower than a state.

3           Q.     Okay. Well, I am just trying to understand  
4 how to use this, that's all. I am trying to understand  
5 from the account manager perspective how would I go  
6 about pricing. And you can give me any example you  
7 want to give me, but if you can show me how to use this  
8 to price a particular product, how would I go about  
9 doing that?

10          A.     So let's say you are Scott County, Virginia  
11 and your population is less than \$50,000 and you want  
12 zip code level data for Scott County, then you are  
13 going to have a price that the population is not going  
14 to support that price, but it is under 50k population,  
15 so it is \$5,000.

16          Q.     Okay. Now, underneath the chart, there is  
17 a section called, "Discounting Tools -- discounts  
18 cannot be combined". Do you see that?

19          A.     Yes, ma'am.

20          Q.     Can you explain to me what that is?

21          A.     It's a multi-year discount that can be  
22 either two years -- if it's two years, there's 5% off  
23 of each year. It can be a three year which gets you 7%  
24 off of each year.

25          Q.     And then Number 2 underneath Discounting

Page 237

1 Tools says, "Can take up to 10% off the list price, but  
2 the price never drops lower than 5,000"; is that  
3 correct?

4 A. Yes, that's driven by that single county  
5 rate.

6 Q. And the list price is what's in the chart  
7 above; is that correct?

8 A. Yes.

9 Q. And then there is a Sublicense, Number 3,  
10 that says, "20% off the price of that sublicense had  
11 the sublicensee purchased the package on their own.  
12 Parent license is undiscounted and is defined as the  
13 highest priced individual package. All sublicensees  
14 must sign up at the original point of purchase." Is  
15 that the sublicense model you were talking about  
16 earlier?

17 A. That is the sublicense model that I believe  
18 -- I mean, I haven't looked at this in years. I don't  
19 pay attention to this. My understanding of it is a 50%  
20 discount, so I may be wrong.

21 Q. But that's the model you were referring  
22 to -- regardless of percentage, that was the model,  
23 correct?

24 A. Yes.

25 Q. Outside of these discounts -- well, let me

Page 238

1 ask, how could account managers use these discounting  
2 tools?

3 A. So they would start with list, which is  
4 where they want to get because they get the biggest  
5 commissions there, and then in the process of  
6 discovery, they discover what their price point is.  
7 But based on price point and based on region and based  
8 on user type, you begin to discount. You might start  
9 with 1%, you might start with 2%. And Rick was very  
10 good at this. He was very good at helping the company  
11 maximize that opportunity.

12 Q. When you say, "the company," do you mean  
13 Chmura or -- who are you referring to as the company?

14 A. Chmura.

15 Q. To your knowledge, did Mr. Lombardo seek  
16 approval prior to offering a discount?

17 A. I mean, he often came to me with a reason  
18 why we had to go with a certain price, and I always  
19 said, what do you recommend, Rick? And then that's  
20 what we would go with.

21 Q. But he would come to you before offering it  
22 to the potential client, or client, right?

23 MS. SIEGMUND: Object to the form of the  
24 question. You can answer.

25 A. He had the freedom to take discounts

Page 239

1 without coming to me.

2 Q. And those are the discounts that are set  
3 out on the pricing matrix; is that correct?

4 A. On this particular one, yes, but I don't  
5 know which version this is. I know they have up to 30%  
6 discretion now.

7 Q. And would that 30% be found on a pricing  
8 matrix?

9 A. Yes.

10 Q. I am going to show you what's been marked  
11 as Exhibit AB, probably too small. I will make it  
12 bigger.

13 - - - - -  
14 (Thereupon, Confidential Deposition  
15 Exhibit AB, Copy of Pricing Matrix  
16 Bates CHMURA0204227, was marked for  
17 identification.)  
18 - - - - -

19 Q. Is this also a pricing matrix?

20 A. Just a version of it.

21 Q. Do you know which version this is, which  
22 number?

23 A. I do not, no.

24 Q. And I assume this works in the same manner  
25 as the last pricing matrix that we looked at?

Page 240

1 A. Yes.

2 Q. And, again, you don't recall which version  
3 this pricing matrix that's in front of you now, Exhibit  
4 AB, is; is that correct?

5 A. I do not know which version this is.

6 Q. If an account manager wanted to offer a  
7 discount, and maybe I already asked this, so forgive  
8 me.

9 If an account manager wanted to offer a  
10 discount beyond what's listed under these Discounting  
11 Tools in either Exhibit AB or AA, or whatever the  
12 current matrix as it exists, would they have to seek  
13 approval from someone?

14 A. Well, two eyes are always better than one.

15 Q. So the answer is, yes, they would have to  
16 seek approval?

17 A. They would want to.

18 Q. Well, would they have to? Were they  
19 directed to?

20 A. Yes.

21 Q. And would that have also applied to  
22 Mr. Lombardo when he was employed?

23 A. Yes.

24 Q. Going back to you testifying that Mr.  
25 Lombardo developed a sublicense model, do you remember

Page 241

1       when he developed that?

2           A.     2015.

3           Q.     And did you have personal discussions with  
4 him regarding that model?

5           A.     Yes.

6           Q.     And do you recall the substance of those  
7 communications?

8           A.     The substance of them?

9           Q.     Yes.

10          A.     Yes. It was brilliant.

11          Q.     What was the actual substance of the  
12 conversation you had with him regarding the sublicense  
13 model?

14          A.     He began to see in Salesforce how to set up  
15 a parent account, and then how to set up each child,  
16 and he bridged that model into the industry that he was  
17 -- industries that he was prospecting to and was able  
18 to act as an adviser, a trusted adviser, to his client  
19 about how they can come together and work together and  
20 at a better price point than if they were individually  
21 licensed.

22          Q.     Who made the determination that 50% would  
23 be the proper discount?

24          A.     Mr. Lombardo.

25          Q.     Did someone have to approve that discount?

Page 242

1           A.     No, It became a new model, a sublicense  
2 model. It is on the pricing matrix.

3           Q.     Did Mr. Lombardo put it on the pricing  
4 matrix?

5           A.     Oh, no, I am sure that was Greg, Greg  
6 Chmura.

7           Q.     You said earlier there was a Pricing  
8 Committee. Mr. Lombardo was not on that Pricing  
9 Committee, correct?

10          A.     He was an adviser to that committee.

11          Q.     Did he sit on the committee?

12          A.     They brought him in often, yeah, set up  
13 a --

14          Q.     Was Mr. Lombardo a named member of that  
15 committee?

16          A.     No.

17          Q.     And I apologize, do you recall when -- I  
18 think I already asked this, but do you recall  
19 approximately when Chmura first introduced the pricing  
20 matrix?

21          A.     No, I don't.

22          Q.     I am going to show you what has been marked  
23 as Defendant's Exhibit N, and I think we already went  
24 through this the other day, but I just want to take one  
25 more look at it here.

Page 243

1 - - - -  
2 (Previously Marked Deposition Exhibit  
3 N, Copy of Email Dated 1/127/2017 from  
4 Leslie Peterson, Bates Chmura0056740,  
5 was shown to the witness.)

6 - - - -  
7 Q. Do you recognize this document?

8 A. Yes, ma'am.

9 Q. Is this -- it is an email from you to  
10 Mr. Lombardo, Mr. Steele, Ms. Ludvik, Mr. Grebenc?

11 A. And Mr. Cox, correct. Yes, we talked about  
12 it last week.

13 Q. Okay. I thought we had, but that was last  
14 week, so forgive me, my brain is tired. But as sales  
15 matrix -- on your email here -- you drafted this email,  
16 correct?

17 A. Yes.

18 Q. And it says, "Discounts beyond those  
19 documented in the sales matrix pricing sheet need to be  
20 individually approved by me," correct?

21 A. Yes.

22 Q. So at least as of 2017, there was a sales  
23 matrix pricing sheet, correct?

24 A. Yes.

25 Q. Do you recall if the first pricing matrix

Page 244

1 was in 2016?

2 A. I don't want to commit to that because I  
3 don't recall.

4 Q. Was the sublicensing model we have been  
5 talking about on the first pricing matrix?

6 A. Yes.

7 Q. And Mr. Lombardo, according to you,  
8 developed that in 2015, correct?

9 A. Correct.

10 Q. So is it possible that the first pricing  
11 matrix came out in 2015?

12 A. Not going to commit to that. I don't know.

13 Q. Do you know who is responsible for  
14 preparing the pricing matrix?

15 A. Greg Chmura.

16 Q. I am going to show you what's been marked  
17 Defendant's Exhibit S, and if you want to go ahead and  
18 look at this.

19 - - - - -

20 (Thereupon, Previously Marked Exhibit  
21 S, Copy of Standard Operating  
22 Procedures Dated 4/5/2019, was shown  
23 for purposes of identification.)

24 - - - - -

25 A. (Reviewing.)

Page 245

1 Q. Ready?

2 A. Yes.

3 Q. Do you recognize this document?

4 A. I know what it is. A disappointment.

5 Q. Well, what is it? Other than a  
6 disappointment, your words, not mine, what is it?

7 A. It's standard operating procedures for the  
8 sales team --

9 Q. And that's --

10 A. -- for the technology department.

11 Q. Sorry. And this was dated April 5, 2019,  
12 correct?

13 A. Yes.

14 Q. To your knowledge, were there standard  
15 operating procedures that predated the April 5, 2019  
16 version?

17 A. Yes, 2017.

18 Q. Was that when they were implemented?

19 A. Yes.

20 Q. Do you know who prepared the April 5, 2019  
21 version?

22 A. Mr. Auerbach.

23 Q. When did Mr. Auerbach begin working for  
24 Chmura?

25 A. In April 2019, and that was his first

Page 246

1 assignment.

2 Q. Was this version of the standard operating  
3 procedures implemented?

4 A. I don't think so. I don't recognize that  
5 date that was April whatever it was. This appears to  
6 me to be more in line with what we adopted in 2017. So  
7 I don't know why there is a date change, but this is  
8 not what I thought you were going to show me.

9 Q. Let me show you another document and we can  
10 come back to this one. I am going to show you what's  
11 been marked as an exhibit. I think this might help.  
12 Exhibit T. It has an email in the front, but if you  
13 scroll down, and I will let you take a look at it. You  
14 will see one -- a standard operating procedures dated  
15 July 10, 2019. This may be the one you are referring  
16 to.

17 - - - - -  
18 (Previously Marked Deposition Exhibit  
19 T, Copy of Email with Standard  
20 Operating Procedures Dated 7/10/2019  
21 Attached, was shown to the witness.)  
22 - - - - -

23 A. Okay.

24 Q. I will have you take look at that at your  
25 leisure.

Page 247

1 A. (Reviewing.)

2 MS. SIEGMUND: We are ready.

3 Q. Do you recognize this document?

4 A. Yes.

5 Q. What is this?

6 A. It's the latest version of the standard  
7 operating procedures.

8 Q. And was this version adopted by --  
9 implemented by Chmura?

10 A. I don't know. All I heard is complaints  
11 about it, so I guess it was.

12 Q. And do you know who prepared this version?

13 A. Mr. Auerbach.

14 Q. And the Exhibit S we were just looking at,  
15 and you have control so you can scroll back to it if  
16 you want to look at it. Exhibits S was not prepared by  
17 Mr. Auerbach; is that correct?

18 A. No.

19 Q. And this would be --

20 A. I don't know why it has that date, but, no.

21 Q. So Exhibit S looks more like the original  
22 version of the standard operating procedures; is that  
23 right?

24 A. I mean, I can't respond by just giving you  
25 a yes based on looking at the table of contents.

Page 248

1 Q. Would Mr. Lombardo -- let me rephrase that.

2 If you look at Exhibit S for a moment,  
3 let's switch back to Exhibit S.

4 A. (Indicating).

5 Q. These standard operating procedures, they  
6 govern the sales team, correct?

7 A. They govern the processes.

8 Q. And what type of processes are set forth in  
9 the standard operating procedures of Exhibit S?

10 A. The processes are what make us productive.  
11 So the processes are there to reduce waste, increase  
12 productivity, reduce transaction costs.

13 Q. And Mr. Lombardo would have been expected  
14 to follow these standard operating procedures, correct?

15 A. Correct.

16 Q. And this one is dated April 5, 2019. It  
17 has details surrounding a variety of different items,  
18 including -- well, why don't you tell me. I mean, does  
19 this -- what does this -- the standard operating  
20 procedures encompass?

21 A. So are we on Exhibit S or T?

22 Q. Let's stick with S for now. We will stick  
23 with that.

24 A. What's the date on S? I am sorry. Is it  
25 April? Yes, it is.

Page 249

1 Q. Yes, it is April 5, 2019.

2 A. Okay. And the question is what do they do?

3 Q. Yes.

4 A. They represent and reflect the health of  
5 the organization. And when I say that, I mean, sales  
6 and client, marketing, finance and the clients. So  
7 those work together under the standard operating  
8 procedures to reduce waste in the system, to allow for  
9 a spirit of continuous improvement and to reflect the  
10 transaction costs from one side of the house to the  
11 other in terms of the dimensions of change.

12 Does that help?

13 Q. It does, yes. If you would turn to Page  
14 16 -- it's actually Bates labeled -- 16 of the  
15 document, but Bates labeled Chmura 0040753. And at the  
16 very top is Section 6, it says, Price Negotiations.

17 A. (Indicating).

18 Q. I will let you take a look at this section.

19 A. (Reviewing.)

20 Q. And we'll just stick on this page for a  
21 moment.

22 A. Okay.

23 Q. My first question is, what are contingency  
24 responsible parties?

25 A. Well, contingency is plan B.

Page 250

1           Q.     So what does contingency responsible  
2 parties mean in this context?

3           A.     Subject matter expert.

4           Q.     And what subject matter were these  
5 responsible parties expert in?

6           A.     What subject matter?

7           Q.     Yes.

8           A.     Well, I would be the subject matter expert  
9 for sales, and Dr. Chmura would be the finance subject  
10 matter expert.

11          Q.     And this page is labeled, Price  
12 Negotiations. It sets forth procedures with respect to  
13 price negotiations, correct?

14          A.     Not just price, but everything about it.

15          Q.     What do you mean by that?

16          A.     Pricing matrix, pricing exceptions,  
17 additional sales.

18          Q.     And Mr. Lombardo would have been -- let me  
19 rephrase.

20                         The account managers would have been  
21 required to follow the standard operating procedures  
22 with respect to price negotiations, correct?

23          A.     Correct.

24          Q.     And Mr. Lombardo also would have been  
25 required to follow these standard operating procedures

Page 251

1       with respect to price negotiations, correct?

2           A.     So this is a perfect world, and we don't  
3       live in a perfect world, so I can't make that -- I  
4       can't say yes to that statement because you are asking  
5       from paper, but then when it comes to reality, it often  
6       changes.

7           Q.     Was Mr. Lombardo required to follow the  
8       standard operating procedures set forth in Section 6?

9           A.     Yes.

10          Q.     I want to turn to the next page,  
11       conferences and travel.

12          A.     (Reviewing.)

13          Q.     If you go up to just under Procedures --  
14       let me rephrase.

15               These procedures pertain to standard  
16       operating procedures regarding conferences and travel  
17       at Chmura, right?

18          A.     Yes.

19          Q.     And under Procedures, it has, Responsible  
20       Party and Action Step, Conference Selection. Do you  
21       see that?

22          A.     Yes.

23          Q.     And the Event Group comprised of CC. Is CC  
24       Dr. Chmura?

25          A.     Yes.

Page 252

1 Q. And LP is you, correct?

2 A. Yes.

3 Q. And BK stands for bookkeeper?

4 A. Yes.

5 Q. And SM is for sales manager?

6 A. Yes.

7 Q. And is SS Ms. Simmons?

8 A. Yes.

9 Q. And KW would be Mr. West, correct?

10 A. Correct.

11 Q. And so Event Group under the standard  
12 operating procedures was tasked with researching and  
13 selecting conferences for Chmura employees to attend,  
14 correct?

15 A. Correct.

16 Q. Was Mr. Lombardo part of that Event Group?

17 A. No. He invited himself out of it because  
18 he had unethical travel behaviors. So he was no longer  
19 invited. I think it was 2018, or is this the 2019  
20 version? Yes, he was not in it. This would be -- most  
21 of these exists because of Mr. Lombardo.

22 Q. So your testimony is that the standard  
23 operating procedures exist because of Mr. Lombardo?

24 MS. SIEGMUND: Object to the form of the  
25 question.

Page 253

1           A.     Some of the things that are in the standard  
2 operating procedures under Conference/Travel are as a  
3 result of mistakes by Mr. Lombardo.

4           Q.     Well, we weren't talking about the travel.  
5 We were just talking about the conference selection.  
6 Mr. Lombardo was not part of the event group selecting  
7 conferences, at least as of April 2019, correct?

8           A.     Correct.

9           Q.     All right. I want to turn to Exhibit T and  
10 move away from Exhibit S. I think you earlier testified  
11 that Mr. Auerbach prepared this version. Tell me  
12 again, are you aware whether this version was  
13 implemented, Exhibit T?

14          A.     This must have been implemented because I  
15 heard complaints about it, particularly from Finance.

16          Q.     Was there any other version after Exhibit  
17 T's date, whether it was July -- I have to scroll back  
18 up to know for sure -- July 10, 2019 --

19          A.     Well --

20          Q.     Let me finish my question, only so we have  
21 a clear record, please.

22                   Was there any other version after this  
23 July 10, 2019 version that would have been implemented  
24 at the time of Mr. Lombardo's employment?

25          A.     I'm not aware.

Page 254

1           Q.     What is it -- or, what complaints have you  
2 heard about this particular version?

3           A.     So there is a lot of concern around how  
4 invoices get generated from Salesforce information to  
5 the finance managers. So sloppy Best Practices are  
6 existing, such as including an upsell, which is a  
7 separate transaction from a JobsEQ license, bundling  
8 those into one price. And then you go into the record,  
9 into SaaS optics, and it shows up as two products with  
10 one price, for example.

11          Q.     That sounds confusing, a little bit.

12               Okay, I want to turn to Mr. Lombardo's  
13 termination. You testified earlier that back in  
14 March -- I am going to stop sharing so I can actually  
15 see the screen. You testified back in March that you  
16 were prepared to fire Mr. Lombardo, correct?

17          A.     Yes.

18          Q.     And then you decided against doing that,  
19 right?

20          A.     Yes.

21          Q.     What led to Mr. Lombardo's termination --  
22 first of all, do you recall what date Mr. Lombardo was  
23 terminated?

24          A.     October 30 or 31st, the last day of  
25 October in 2017.

Page 255

1 Q. Do you recall what --

2 A. Let me correct that. 2019.

3 Q. Do you recall what led to his termination?

4 A. Yes.

5 Q. And what was that?

6 A. So the information that I have on that,  
7 largely comes from Mr. Auerbach.

8 Q. Okay. Were you part of the decision to  
9 terminate Mr. Lombardo?

10 A. I was.

11 Q. Was there a primary decision maker who  
12 decided to terminate him?

13 A. SEA Group decided to terminate him, and I  
14 was the one that, I think I stated before, I was still  
15 not ready to fire Rick. I was the last holdout.

16 Q. And what --

17 A. And then Greg --

18 Q. I'm sorry. Go ahead. Finish.

19 A. Then Greg was -- I am not in Cleveland, so  
20 I don't see the drama that's going on. Greg felt very  
21 strongly that the Sales Department had been through so  
22 much with Mr. Lombardo, so much emotion and so much  
23 drama and so much foul language and unnecessary  
24 attempts to take management down. And Mr. Auerbach was  
25 part of that drama.

Page 256

1 Q. And how was he part of that problem?

2 A. I would describe him as a mark.

3 Q. Okay. Can you think of a specific example,  
4 just so I understand?

5 A. Yes. I mean he is middle management,  
6 right? Middle management is supposed to be the  
7 champion between account manager and management, a job  
8 they are supposed to play. And that job was never  
9 clear to me, maybe because I wasn't in Cleveland, but  
10 Mr. Auerbach seemed to play both sides against the  
11 middle.

12 Q. Prior to Mr. Lombardo's termination, did  
13 you have any internal discussions regarding his  
14 termination?

15 A. Yes, we did.

16 Q. What was the substance of those  
17 discussions?

18 A. Protecting the sales team that was in place  
19 was the substance of those discussions.

20 Q. Can you explain that a little bit further?

21 A. So the sales team is very young and  
22 Mr. Lombardo would take them one by one to lunch and  
23 feed them with reasons to not want to respect  
24 management.

25 Q. Do you have any personal knowledge of the

Page 257

1 conversations that Mr. Lombardo had with those account  
2 managers?

3 A. I have information from one of the account  
4 managers that I'm drawing from largely.

5 Q. And which account manager is that?

6 A. Stephanie Wiley.

7 Q. Did Mr. Lombardo ever take Stephanie Wiley  
8 to lunch, to your knowledge?

9 A. Yes.

10 Q. Do you know if he was directed to take the  
11 account managers to lunch?

12 A. No. I got a call from Eli and he said, is  
13 it okay if Rick takes Stephanie to lunch today? And I  
14 said, I would prefer another account manager be with  
15 her, especially a female.

16 Q. Okay.

17 A. Just coming out of the Me Too movement, so  
18 I did not want to put her in that situation. And they  
19 went by themselves.

20 Q. Did Mr. Lombardo have a history of any  
21 inappropriate contact?

22 A. No, that's just the way that I was taught  
23 at Eastman Kodak, you never put yourself in a situation  
24 to be one-on-one, female to male.

25 Q. So you were sensitive to what was going on

Page 258

1       in current events; is that fair?

2           A.     Yes.

3           Q.     Who did you have discussions with  
4       regarding -- let me put a time frame on this. In  
5       October, who were you discussing Mr. Lombardo's  
6       employment with, outside of counsel, if you had any  
7       conversations with counsel?

8           A.     SEA Group was meeting on it.

9           Q.     And tell me, again, who is in SEA Group?

10          A.     You want names or the number?

11          Q.     Names, please.

12          A.     Chris Chmura, Leslie Peterson, John Chmura,  
13       Greg Chmura, Sharon Simmons, Xiaobing Shuai.

14          Q.     At the time Mr. Lombardo was terminated,  
15       Chmura had an H.R. director, correct?

16          A.     Yes.

17          Q.     Was that Aisha Ortiz?

18          A.     Ortiz. Yeah, Ortiz.

19          Q.     What was her role with respect to  
20       Mr. Lombardo's termination?

21          A.     She was an adviser to SEA Group.

22          Q.     And what advice did she provide?

23          A.     We want to be able to separate from  
24       Mr. Lombardo with the least amount of damage.

25          Q.     Okay. And how did Chmura propose going

Page 259

1 about that?

2 A. Didn't propose. It came from Mr. Auerbach.

3 Q. What Did Mr. Auerbach propose?

4 A. He proposed a buyout.

5 Q. And did the SEA Group take that advice?

6 MS. SIEGMUND: Object to the form of the  
7 question. You can answer.

8 A. We thought about it.

9 Q. And what did you ultimately decide to do?

10 A. Not do that.

11 Q. And why?

12 A. We had never given a buyout to anybody we  
13 terminated, why would we do it for Mr. Lombardo?

14 Q. Was there any discussion regarding trying  
15 to get Mr. Lombardo to resign?

16 A. No.

17 Q. Were you involved in the decision to put  
18 Mr. Lombardo on unpaid leave in October of 2019?

19 A. I know about it, with a recommendation  
20 between Aisha and Operation, Sharon. I knew about it.  
21 I was aware.

22 Q. You were aware. Did you have any further  
23 involvement other than just aware of it?

24 A. No.

25 MS. COOPER: Can we take a short break ?

Page 260

1 MS. SIEGMUND: Sure. Five minutes, 10  
2 minutes?

3 MS. COOPER: Five minutes is good.

4 - - - - -  
5 (Short recess taken).

6 - - - - -  
7 MS. COOPER: Ms. Peterson, I do not have  
8 any more questions for you. I want to thank you for  
9 your time.

10 THE WITNESS: You're welcome.

11 MS. SIEGMUND: I don't have any questions.  
12 Rough for us, please.

13 MS. COOPER: Standard transcript.

14 MS. SIEGMUND: She will read.

15  
16 (Whereupon, deposition was concluded at 1:46 p.m.)  
17  
18  
19  
20  
21  
22  
23  
24  
25



Page 262

1 REPORTER'S CERTIFICATE  
2

3 The State of Ohio, )

4 SS:

5 County of Cuyahoga. )

6  
7 I, KELLIANN D. LINBERG, RPR, a Notary Public  
8 within and for the State of Ohio, duly commissioned and  
9 qualified, do hereby certify that the within named  
10 witness, LESLIE PETERSON, was by me first duly sworn to  
11 testify the truth, the whole truth and nothing but the  
12 truth in the cause aforesaid; that the testimony then  
13 given by the above-referenced witness was by me reduced  
14 to stenotypy in the presence of said witness;  
15 afterwards transcribed, and that the foregoing is a  
16 true and correct transcription of the testimony so  
17 given by the above-referenced witness.

18 I do further certify that this deposition was  
19 taken at the time and place in the foregoing caption  
20 specified and was completed without adjournment.

Page 263

1           I do further certify that I am not a  
2 relative, counsel or attorney for either party, or  
3 otherwise interested in the event of this action.

4

5           IN WITNESS WHEREOF, I have hereunto set my  
6 hand and affixed my seal of office at Cleveland, Ohio,  
7 on this 14th day of May, 2020.

8

9

10

11

12



13

14

15

16

Kelliann D. Linberg, R.P.R.,  
Notary Public within and for  
the State of Ohio

17

My commission expires May 25, 2024.

18

19

20

21

22

23

24

25

Page 264

Veritext Legal Solutions  
1100 Superior Ave  
Suite 1820  
Cleveland, Ohio 44114  
Phone: 216-523-1313

May 14, 2020

To: Heidi Siegmund, Esq.

Case Name: Chmura Economics & Analytics, LLC v. Lombardo, Richard

Veritext Reference Number: 4103614

Witness: Leslie Peterson Deposition Date: 5/6/2020

Dear Sir/Madam:

Enclosed please find a deposition transcript. Please have the witness review the transcript and note any changes or corrections on the included errata sheet, indicating the page, line number, change, and the reason for the change. Have the witness' signature notarized and forward the completed page(s) back to us at the Production address shown above, or email to production-midwest@veritext.com.

If the errata is not returned within thirty days of your receipt of this letter, the reading and signing will be deemed waived.

Sincerely,

## Production Department

NO NOTARY REQUIRED IN CA

Page 265

1 DEPOSITION REVIEW  
2 CERTIFICATION OF WITNESS

3 ASSIGNMENT REFERENCE NO: 4103614

4 CASE NAME: Chmura Economics & Analytics, LLC v. Lombardo,  
Richard

5 DATE OF DEPOSITION: 5/6/2020

6 WITNESS' NAME: Leslie Peterson

7 In accordance with the Rules of Civil  
Procedure, I have read the entire transcript of  
my testimony or it has been read to me.

8 I have made no changes to the testimony  
as transcribed by the court reporter.

9 Date Leslie Peterson

10 Sworn to and subscribed before me, a  
11 Notary Public in and for the State and County,  
the referenced witness did personally appear  
and acknowledge that:

12 They have read the transcript;  
13 They signed the foregoing Sworn  
Statement; and  
14 Their execution of this Statement is of  
their free act and deed.

15 I have affixed my name and official seal

16 this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
17

18 Notary Public

19 Commission Expiration Date

Page 266

1 DEPOSITION REVIEW  
2 CERTIFICATION OF WITNESS

3 ASSIGNMENT REFERENCE NO: 4103614

4 CASE NAME: Chmura Economics & Analytics, LLC v. Lombardo,  
Richard

5 DATE OF DEPOSITION: 5/6/2020

6 WITNESS' NAME: Leslie Peterson

7 In accordance with the Rules of Civil  
Procedure, I have read the entire transcript of  
my testimony or it has been read to me.

8 I have listed my changes on the attached  
Errata Sheet, listing page and line numbers as  
well as the reason(s) for the change(s).

9 I request that these changes be entered  
as part of the record of my testimony.

10 I have executed the Errata Sheet, as well  
11 as this Certificate, and request and authorize  
12 that both be appended to the transcript of my  
testimony and be incorporated therein.

13 \_\_\_\_\_ Date Leslie Peterson

14 Sworn to and subscribed before me, a  
15 Notary Public in and for the State and County,  
the referenced witness did personally appear  
16 and acknowledge that:

17 They have read the transcript;  
They have listed all of their corrections  
18 in the appended Errata Sheet;  
They signed the foregoing Sworn  
19 Statement; and  
Their execution of this Statement is of  
20 their free act and deed.

21 I have affixed my name and official seal  
22 this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
23 \_\_\_\_\_

24 Notary Public  
25 \_\_\_\_\_

Commission Expiration Date

Page 267

1 ERRATA SHEET

2 VERITEXT LEGAL SOLUTIONS MIDWEST

3 ASSIGNMENT NO: 4103614

4 PAGE/LINE(S) / CHANGE /REASON

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20 Date Leslie Peterson

21 SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_

22 DAY OF \_\_\_\_\_, 20\_\_\_\_\_. \_\_\_\_\_

23 \_\_\_\_\_  
Notary Public

24 \_\_\_\_\_

25 Commission Expiration Date \_\_\_\_\_

Veritext Legal Solutions

www.veritext.com

888-391-3376

[&amp; - 300]

Page 1

&	203:2,3,8,15 204:13 207:3,10 207:14 216:11 <b>150,000</b> 136:5,8 138:7 <b>16</b> 151:12 189:14 249:14,14 <b>161</b> 112:3 <b>166</b> 112:5 <b>17</b> 120:22,24 222:14 <b>171</b> 112:6 <b>177</b> 112:8 <b>18</b> 137:3 197:3,4 197:14 216:22 227:6 <b>1820</b> 264:2 <b>184</b> 112:9,11 <b>186</b> 112:13 <b>19</b> 177:17 179:12 179:16 196:14 207:16 <b>195</b> 112:15 <b>1:46</b> 260:16	<b>2016</b> 120:22,24 181:18 185:7 187:21,25 188:4,4 188:4 193:10 200:25 201:7 207:25 244:1 <b>2017</b> 112:16 171:21 173:2 177:5,6,25 178:2 179:24 180:18 185:15,21 188:3,3 195:12 196:3 197:3,22 200:20 201:7 203:12,16 203:17,17 205:5 208:1 243:22 245:17 246:6 254:25 <b>2018</b> 137:24 155:21 159:4 206:3,4,6 227:4,6 252:19 <b>2019</b> 112:16 115:14 135:21,25 136:21 137:7,12 137:16,21 149:18 149:18 155:20 156:1 163:16 166:13 177:17 178:1 179:12,16 179:25 195:7,13 196:4 206:11,11 208:14 209:8 211:18 224:13 227:5,10,18,23 245:11,15,20,25 246:15 248:16 249:1 252:19 253:7,18,23 255:2 259:18	<b>2020</b> 109:16 263:7 264:4 <b>2024</b> 263:17 <b>21</b> 157:2 <b>216-523-1313</b> 264:3 <b>216-539-9370</b> 110:6 <b>220</b> 136:8 <b>220,000</b> 136:4 138:7 <b>221</b> 112:17 <b>2225</b> 263:12 <b>23219-3916</b> 110:12 <b>233</b> 112:21 <b>239</b> 112:22 <b>24</b> 232:2,19 <b>24.1</b> 154:25 <b>243</b> 113:1 <b>244</b> 113:3 <b>246</b> 113:5 <b>25</b> 136:24 137:4 154:25 171:21 183:15 232:2 263:17 <b>2500</b> 110:4 <b>262</b> 111:13
1	<b>2</b> 222:19 223:17,18 229:13 236:25 238:9 <b>20</b> 219:7 237:10 265:16 266:22 267:22 <b>20,000</b> 234:9,9 <b>2014</b> 216:20 <b>2015</b> 115:14 137:24 185:15,21 194:18,23 195:2 200:25 201:7,23 202:24 204:23 216:22,24 224:13 241:2 244:8,11	<b>3</b> 168:25 169:19,20 173:7,8 190:11,15 190:22 199:7,14 200:11,14 202:17 206:18 207:4,10 207:14 237:9 <b>3/28/2019</b> 112:4 161:11 <b>30</b> 214:12 215:1 239:5,7 254:24 <b>300</b> 120:2,2 228:7 228:10,11,21	

[30th - actions]

Page 2

<b>30th</b> 125:6,13	<b>60</b> 116:8 134:19 212:5	<b>accept</b> 170:7 <b>access</b> 132:12,16 182:3,5,7 <b>account</b> 115:13,13 115:19,20 116:13 116:19,20 117:10 117:18,19,20,21 <b>7/10/2019</b> 113:6 246:20 <b>75</b> 232:9 <b>7995</b> 231:20	174:6,8,11,16 180:13,14,19,19 180:22 185:8 188:17,19,25 189:1 191:16 193:6 195:21 198:2,8,12 199:16 199:16,22 200:6,6 201:9,11,12,14,18 201:19,20 202:22 203:9 208:8 210:15,22 220:6 224:2,10 225:9 227:20 231:5 232:20 234:17 236:5 238:1 240:6 240:9 241:15 250:20 256:7 257:1,3,5,11,14 <b>accounting</b> 116:1 202:8
<b>4</b>	<b>7</b>	<b>8</b>	
<b>4</b> 168:25 169:19,20 <b>4/5/2019</b> 113:4 244:22 <b>40</b> 152:18 153:18 153:21 <b>4103614</b> 264:7 265:2 266:2 267:2 <b>44114</b> 110:5 264:2 <b>49</b> 155:25	<b>8/31/2017</b> 112:6 170:25 <b>800</b> 109:20 110:11 <b>804-775-100</b> 110:13	<b>85</b> 155:15 <b>89</b> 155:10,11	<b>9</b>
<b>5</b>		<b>9</b>	
<b>5</b> 161:5 168:25 169:19,20,25 171:23 179:4 192:2 193:10 203:12,13,14,18 204:4,7 234:8 236:22 245:11,15 245:20 248:16 249:1 <b>5,000</b> 236:15 237:2 <b>5/6/2020</b> 264:8 265:3 266:3 <b>50</b> 230:9 237:19 241:22 <b>50,000</b> 212:5 236:11 <b>5000</b> 234:8 <b>50k</b> 236:14 <b>5k</b> 234:11	<b>9</b> 193:9 <b>9995</b> 231:20 <b>9:00</b> 109:16	<b>a</b>	
<b>6</b>		<b>a.m.</b> 109:16 <b>aa</b> 112:21 233:7,7 233:10 240:11 <b>ab</b> 112:22 239:11 239:15 240:4,11 <b>ability</b> 120:25 <b>able</b> 117:21 127:3 127:11 129:13 177:19 187:14 202:13 204:4 229:22 241:17 258:23 <b>abreast</b> 145:15 <b>absolutely</b> 192:5 194:21 198:9,16 198:16	<b>action</b> 157:5,9 162:12,16 163:25 164:7 170:2 181:16 182:17 183:6 251:20 263:3 <b>actions</b> 163:19 178:13 181:7
<b>6</b>			
<b>6</b> 109:16 171:23 173:7 179:4,18 180:2 205:6,8,13 249:16 251:8			

[activities - approve]

Page 3

<b>activities</b>	140:14	241:18,18 242:10	173:18 174:13	212:13,15 225:24
<b>actual</b>	139:24	258:21	179:21 180:22	226:20 229:9,11
140:16	217:13	<b>advisers</b>	174:2	238:24 240:15
241:11		129:5 138:11	<b>aligning</b>	259:7
<b>add</b>	224:10 235:19	144:15	229:23	<b>answered</b>
235:20,21		<b>affidavit</b>	230:4	153:16
<b>added</b>	118:8	212:8,10	<b>allow</b>	163:13 220:24
134:12	137:3	212:11,18,20,23	<b>allowed</b>	233:25
227:6	232:9	<b>affixed</b>	182:1	<b>answering</b>
<b>adding</b>	120:1	263:6	222:25 225:16	120:7
<b>addition</b>	150:14	265:15 266:21	<b>allows</b>	121:25
<b>additional</b>	116:6	<b>aforesaid</b>	127:3	<b>answers</b>
224:10	235:19,20	<b>ag</b>	211:24,25	123:2
235:22	250:17	112:13 186:19	<b>amended</b>	209:20
<b>address</b>	264:15	187:4 189:15	160:7,13	<b>anybody</b>
<b>addressed</b>	123:17	193:10 207:25	160:20 161:3,7	183:11
<b>adhere</b>	178:15	208:3	162:8,13,18	227:25 259:12
<b>adjournment</b>		<b>ago</b>	163:21,24 164:20	<b>apart</b>
262:20		152:11 162:9	165:3,20 181:8,12	<b>apologies</b>
<b>adjusted</b>	208:10	181:5	<b>amending</b>	161:22
<b>adjustment</b>		<b>agree</b>	164:6	<b>apologize</b>
207:23	208:17,19	223:17	<b>amorphous</b>	170:7,9
<b>adjustments</b>	189:4	<b>agreed</b>	133:11	170:15 230:5
189:7	209:22	114:2	<b>amount</b>	242:17
<b>administrative</b>		119:23	139:6	<b>appear</b>
127:7,11	128:4	<b>agreement</b>	185:19 189:8	265:11
<b>admit</b>	160:5	116:2	190:9,10,13,14,16	266:15
166:19	167:8	160:24,25 191:11	190:22,23 191:1	<b>appearances</b>
<b>admitted</b>	168:23	193:3 202:16	204:13 258:24	110:1 111:3
<b>adopt</b>	121:13	206:18 213:14	<b>analysis</b>	<b>appears</b>
158:19		218:12,20,22	231:1,2,3	196:2,15
<b>adopted</b>	200:19	<b>agreements</b>	<b>analytic</b> s	208:12 246:5
246:6	247:8	216:3	109:5	<b>appended</b>
<b>advantage</b>	129:12	218:2	112:18 122:25	266:11
<b>advice</b>	129:6	<b>ah</b>	144:8 221:19	266:18
258:22	259:5	112:15 195:9	229:1 264:6 265:3	<b>applicable</b>
<b>advise</b>	115:23	195:11 197:4	266:3	191:25
117:22	127:3,11	203:12 205:5	<b>annual</b>	192:15 261:8
128:21	129:13	206:12 208:2	125:5	<b>applied</b>
<b>adviser</b>	143:9	<b>ahead</b>	163:2,17 164:10	240:21
223:9	227:16	117:7,8	164:24 166:15	<b>appreciated</b>
		120:19 139:22	181:18	164:9
		169:19 184:17	<b>annually</b>	<b>appreciation</b>
		193:23 202:20	149:16	139:19
		205:19 224:12	162:24	<b>approach</b>
		244:17 255:18	<b>answer</b>	170:1
		<b>aisha</b>	121:15	<b>appropriate</b>
		211:2 258:17	122:15 135:6	117:2
		259:20	137:5 141:22	117:5
		<b>alcohol</b>	143:14 146:15	<b>appropriately</b>
		159:10	150:5 163:14	115:25
		173:13,16,17,18	165:23 200:2	<b>approval</b>

[approve - bates]

Page 4

205:13 207:13 215:9 241:25 <b>approved</b> 148:23 159:11 185:17,19 203:8 210:3 211:4 226:14 243:20 <b>approximately</b> 137:8 232:19 242:19 <b>april</b> 136:2 206:4 206:11,11 207:16 208:14 245:11,15 245:20,25 246:5 248:16,25 249:1 253:7 <b>area</b> 151:19 156:5 223:20 225:4 <b>artifact</b> 193:15 <b>asked</b> 114:22 119:20 125:8 136:17 147:18 148:22 149:2 163:12 167:11,23 168:24 169:1 176:23 178:7 227:2 228:21 240:7 242:18 <b>asking</b> 120:2,22 127:16 162:15 178:1,2 223:13 228:7 234:11,12 251:4 <b>asks</b> 174:6 <b>assembled</b> 185:2 <b>assignment</b> 246:1 265:2 266:2 267:2 <b>assist</b> 222:6 228:5 <b>assume</b> 239:24 <b>assumptions</b> 122:13	<b>astigmatism</b> 197:9 <b>athlete</b> 182:23 <b>attached</b> 113:7 221:14,16 246:21 266:7 <b>attempt</b> 163:4,6 <b>attempts</b> 255:24 <b>attend</b> 117:1,22 138:12 148:13,24 149:3,8,25 174:15 174:16 223:8 225:6,9,16,21 226:2 227:3,9,11 227:13 252:13 <b>attendance</b> 225:19 <b>attended</b> 136:20 137:8,21 139:7 <b>attendees</b> 148:17 174:19 175:8 <b>attending</b> 136:24 147:15 148:14 226:9,10,14 <b>attention</b> 115:7,12 183:14 203:11 205:5 206:12 213:17 222:13 237:19 <b>attorney</b> 212:14 263:2 <b>attributed</b> 155:23 <b>audio</b> 114:20 <b>auerbach</b> 209:2,5 209:21,25 210:7 211:14 212:21,24 213:2,8,12,15 245:22,23 247:13 247:17 253:11 255:7,24 256:10 259:2,3 <b>auerbach's</b> 208:25 212:7	<b>august</b> 171:21 <b>austen</b> 119:6 197:24 <b>authority</b> 210:6,8 210:8 <b>authorize</b> 266:11 <b>automatically</b> 148:23 <b>available</b> 228:20 <b>ave</b> 264:1 <b>avenue</b> 110:4 <b>average</b> 125:21 126:2 154:24 155:2,13 <b>avery</b> 146:16 149:19 <b>aware</b> 179:25 181:14,24 194:22 202:25 207:22 217:18 220:11,13 253:12,25 259:21 259:22,23 <b>awareness</b> 129:10 129:11 <b>b</b>	227:20 229:12 240:24 246:10 247:15 248:3 253:17 254:13,15 264:15 <b>backbone</b> 168:9 <b>backed</b> 208:5 <b>background</b> 220:18 221:3 <b>bad</b> 168:5,6 <b>balance</b> 133:9 156:25 <b>ballpark</b> 219:7 <b>bar</b> 159:11,13,22 174:19,20,24 175:9 180:10,11 <b>barriers</b> 124:22 129:11 <b>barring</b> 180:25 <b>bars</b> 159:13 174:23 175:1,4,9 175:18 <b>base</b> 165:3 209:18 <b>based</b> 119:23 127:23,25 136:11 136:12 137:1 146:6 155:18 165:11 177:4 201:3 215:14 226:21 231:19 232:20,21,24 238:7,7,7 247:25 <b>basically</b> 173:22 209:18 223:8 <b>basis</b> 116:4 127:10 198:20 <b>bates</b> 112:7,10,12 112:21,23 113:2 170:25 183:25 184:7,14 233:11 239:16 243:4
---	--	---	--

[bates - certain]

Page 5

249:14,15	<b>bills</b> 159:10	<b>brought</b> 118:6 227:18 230:16 242:12	<b>called</b> 128:5 230:20 236:17
<b>bathroom</b> 143:23	<b>biology</b> 122:11	<b>budget</b> 124:13 148:25 149:5,20 219:15 227:7	<b>calling</b> 130:11 <b>calls</b> 131:20 <b>canal</b> 109:20 110:11
<b>battle</b> 223:9	<b>bit</b> 114:16 121:22 126:21 134:18 137:5 139:21 148:2 179:1 185:25 197:9	<b>budgetary</b> 124:21 125:9 129:11,18 130:2,3,20	<b>cancel</b> 199:6 <b>capacity</b> 129:4 <b>capita</b> 234:23 <b>caption</b> 262:19 <b>car</b> 151:23 159:6
<b>bear</b> 151:7	227:17 234:3 254:11 256:20	<b>budgets</b> 124:12 <b>builds</b> 227:24	<b>card</b> 117:3 158:14 158:16
<b>began</b> 241:14	<b>bk</b> 252:3	<b>built</b> 165:14 <b>bumps</b> 210:5,5	<b>cards</b> 147:8 158:20
<b>beginning</b> 161:23 231:22	<b>blindsided</b> 209:23	<b>bunch</b> 142:22 <b>bundling</b> 254:7	<b>care</b> 117:1 134:13 199:22
<b>behalf</b> 110:2,9	<b>blue</b> 141:24	<b>business</b> 124:11 124:25 125:2,5,14	<b>carries</b> 173:8
<b>behavior</b> 163:15 181:21 183:1	<b>board</b> 126:24 138:19	125:14,18,19 126:2,2 136:25	<b>case</b> 109:6 147:6 148:13 156:24
<b>behaviors</b> 252:18	<b>book</b> 158:14,20	137:1,10 142:1 173:25 174:7	196:16 212:9,9
<b>believe</b> 145:22 159:20 171:17 173:8 177:4 181:22 186:9 204:2 210:17 216:8 221:10 223:15 237:17	<b>booking</b> 148:13,14 172:24	190:6,23 194:10 194:11,16 197:15	216:8 264:6 265:3 266:3
<b>benefits</b> 144:11 162:21	<b>bookkeeper</b> 252:3	198:18 203:15 206:23 216:1	<b>cases</b> 158:22 227:25
<b>benefitted</b> 165:1	<b>books</b> 136:11 185:9 188:18	219:17,19,19 224:9,11 226:23	<b>cash</b> 137:4 <b>catch</b> 228:25
<b>bertasi</b> 170:10	<b>booth</b> 148:15	229:22	<b>categories</b> 129:18 223:14
<b>best</b> 117:24 120:17 120:25 186:8 187:24 188:1,7 200:24 201:3 254:5	<b>borrowed</b> 173:22	<b>businesses</b> 232:11	<b>category</b> 129:19 204:7 223:23
<b>better</b> 137:13 183:2 233:20 240:14 241:20	<b>bottom</b> 171:24 184:15 188:3 196:6	<b>buyers</b> 147:7	<b>caught</b> 209:23
<b>beverage</b> 174:3	<b>bought</b> 178:16	<b>buyout</b> 259:4,12	<b>cause</b> 262:12
<b>beverages</b> 176:19	<b>bound</b> 177:3	<b>c</b>	<b>caveats</b> 190:24
<b>beyond</b> 240:10 243:18	<b>boy</b> 168:5,6	<b>c</b> 190:13,18	<b>cc</b> 251:23,23
<b>big</b> 126:24	<b>brain</b> 243:14	<b>ca</b> 264:25	<b>cc'd</b> 171:19
<b>bigger</b> 239:12	<b>break</b> 143:13,15	<b>calculated</b> 198:20 216:14	<b>ccooper</b> 110:5
<b>biggest</b> 234:21 238:4	143:19 144:4 183:9,11 214:11	<b>calculation</b> 183:15	<b>central</b> 149:23
<b>bill</b> 153:2	214:14,16 259:25	<b>calendar</b> 121:24	<b>certain</b> 115:11
<b>billed</b> 152:25	<b>breaks</b> 234:23	<b>call</b> 166:25 167:4 170:14 204:8,9 257:12	133:24 139:14 162:21 190:24
	<b>bridged</b> 241:16		
	<b>brilliant</b> 241:10		
	<b>bring</b> 173:13		
	177:7 226:1		
	227:20 229:1		
	<b>broke</b> 192:19		

[certain - client]

Page 6

227:10 238:18 <b>certainly</b> 180:22 <b>certificate</b> 111:13 262:1 266:11 <b>certification</b> 265:1 266:1 <b>certified</b> 261:14 <b>certify</b> 262:9,18 263:1 <b>cetera</b> 202:13,13 <b>chain</b> 226:6,8 <b>challenge</b> 118:25 140:13 <b>champion</b> 256:7 <b>chance</b> 222:17 <b>change</b> 132:8 165:4 183:8 194:4 195:5 208:22 211:17 224:6,8,21 224:22 231:23 232:4,6 246:7 249:11 264:13,14 266:8 267:3 <b>changed</b> 149:16 179:23 193:25 194:2 215:13 224:13,20 232:5 <b>changes</b> 138:8 149:5 179:25 215:18 251:6 264:12 265:7 266:7,9 <b>changing</b> 132:12 <b>character</b> 140:9 140:11,11 <b>characteristics</b> 134:8 168:11 <b>charge</b> 159:6 235:12 <b>charges</b> 173:13	<b>chart</b> 236:16 237:6 <b>chat</b> 144:16 <b>chemistry</b> 122:11 <b>chen</b> 199:20 <b>chief</b> 128:5 <b>child</b> 241:15 <b>children</b> 169:24 <b>chmura</b> 109:5 110:17 112:17 114:24 116:7,10 117:12 119:18 123:12 124:8,16 126:9 128:16 131:8 138:20 141:11 142:19,23 143:17 145:3 146:19 150:4,18 151:4,21,25 152:3 152:4,22 153:12 153:17,23 154:11 155:4,16 156:22 157:5,8 158:1 159:17 161:16,25 162:2,4,5,18 164:1 164:7 166:15,22 166:22,22 169:15 173:10,11 176:18 178:7 183:6 187:4 194:8 199:15,19 199:20,21 201:9 201:20,21 209:22 210:12,13,17 212:8 213:1,10 217:4,9,15 218:17 218:21,22 219:21 220:20,21,25 221:19 224:4,15 225:6,21 228:2,3 228:14 230:18,20 231:4,7,11,25	234:17 238:13,14 242:6,19 244:15 245:24 247:9 249:15 250:9 251:17,24 252:13 258:12,12,13,15 258:25 264:6 265:3 266:3 <b>chmura's</b> 124:24 163:4 222:11 <b>chmura00083-88</b> 112:7 171:1 <b>chmura000131</b> 112:10,14 183:25 186:21 <b>chmura000132</b> 112:12 184:7 <b>chmura0056740</b> 113:2 243:4 <b>chmura0204226</b> 112:21 233:11 <b>chmura0204227</b> 112:23 239:16 <b>chooses</b> 151:25 <b>choosing</b> 118:1 223:7 225:3 <b>chose</b> 117:22 <b>chris</b> 166:15,22 173:10 210:10,17 210:18 217:4 258:12 <b>christine</b> 110:3 123:19 136:16 158:23 161:6 171:13 173:2 178:6,18 181:23 185:11 188:12,15 188:19 189:11 193:14 200:24 <b>circumstances</b> 174:9 209:9	<b>civil</b> 261:3,8 265:5 266:5 <b>claim</b> 152:18 <b>clarification</b> 114:22 189:2 <b>clarify</b> 163:7,16 169:20 192:23 <b>clarifying</b> 163:20 <b>clause</b> 160:8 <b>cleaners</b> 118:14,20 122:8 139:16 141:25 <b>clear</b> 131:3,3,3,4 139:4 153:17 186:1 191:4 216:23 253:21 256:9 <b>cleos</b> 128:5 <b>cleveland</b> 110:5 135:10 166:16,24 168:2 203:23,24 255:19 256:9 263:6 264:2 <b>client</b> 115:24 116:4,5,6,9,11 123:4,9 124:7,19 126:17,20,25 129:5,7,25,25 130:19,19 131:1 131:12,12,24 132:2 133:15,18 134:14,17,22 135:17,23 140:5 140:19 151:25 159:15 173:17,19 174:6,12 176:19 176:25,25 180:9 180:15,15,20,20 180:21,25 193:13 193:18 194:6,16 199:5,6,17,23,25
---	---	---	--

[client - comprised]

Page 7

200:7 202:2 204:2 205:11 212:14 218:3,23 219:10 219:18,19 238:22 238:22 241:18 249:6 <b>client's</b> 123:2 138:19 189:23 <b>clients</b> 115:21 119:7 121:8 124:11 128:21 129:8 130:4 132:11 135:8,17 144:11 159:14,23 175:14,14 176:21 195:19 223:10 225:8,14 229:23 249:6 <b>close</b> 115:23 124:17 125:18,21 125:21 154:24,24 155:6 202:5,12 208:22 216:7 218:14 <b>closed</b> 124:5,6 201:13,24 216:8 216:12 218:5,8 <b>closely</b> 228:8 <b>closing</b> 115:24 134:25 140:7 154:22,23 216:9 <b>closure</b> 126:3 167:3,6 <b>clue</b> 122:9 <b>coach</b> 182:24 183:1 <b>coaching</b> 182:19 183:4,4,5 <b>code</b> 235:19 236:12	<b>collar</b> 141:24 <b>collect</b> 155:2 <b>collections</b> 118:14 118:20 139:16 <b>column</b> 186:2 189:3,17,21 190:2 190:13,17,18,19 191:6,9,10,13,14 191:20,21,23 192:6,7,12,14,16 192:16,24,25 193:1,16 197:5,10 197:17,24 205:7,8 206:10 235:7,7 <b>columns</b> 189:20 190:18 192:24 234:9,12,20 <b>combination</b> 229:5 <b>combined</b> 190:18 236:18 <b>comdoc</b> 216:5 <b>come</b> 122:5,8 128:2 135:12 137:17 138:9 148:7 206:5 230:11 232:24 238:21 241:19 246:10 <b>comes</b> 118:12 142:2 173:9 251:5 255:7 <b>comfort</b> 116:18 <b>comfortable</b> 117:11 <b>coming</b> 133:23 134:19 135:25 166:24 175:10 211:22 239:1 257:17	<b>command</b> 226:6,8 <b>comment</b> 189:3 <b>comments</b> 186:3,7 186:9,11 <b>commercially</b> 228:20,22 <b>commission</b> 112:10,12 163:9 183:24 184:6,25 185:1,17 187:20 187:25 189:5,8 190:1,2,19,20 191:2,5,8 193:6,12 193:18,19 194:1 195:1,6 196:2,10 197:5,10,17,25 198:2,7,12 199:9 199:11,14 200:11 201:25 202:23 203:2,8,13,14 204:10,13 205:7,7 205:8,13 207:3,9 208:9 209:22 211:11 215:13,18 216:14 263:17 265:19 266:25 267:25 <b>commissioned</b> 262:8 <b>commissions</b> 183:16 185:10,14 185:20 188:16 189:16 194:2,5,18 194:23 195:20 198:19 199:2 200:14,21 201:6 201:13 208:7 209:19 215:7,10 238:5 <b>commit</b> 244:2,12	<b>committee</b> 230:24 231:3,6 242:8,9,10 242:11,15 <b>common</b> 198:1,4,5 <b>communicate</b> 129:25 130:1 <b>communications</b> 131:11 212:14 241:7 <b>companies</b> 235:6 <b>company</b> 117:3 134:14 136:5,12 139:19 172:15 173:21,24 174:2 177:9 178:14,16 213:6 215:12 216:19 218:5,9 220:5 230:1 231:14 235:12,23 235:24 238:10,12 238:13 <b>company's</b> 222:20 226:7 <b>compensated</b> 143:5 <b>compensation</b> 151:13,14 165:3 <b>compete</b> 161:1 <b>competition</b> 235:9 <b>competitive</b> 231:2 <b>complained</b> 156:21 <b>complaints</b> 247:10 253:15 254:1 <b>complete</b> 156:11 202:8 203:3 <b>completed</b> 124:13 156:14 203:6 262:20 264:15 <b>comprised</b> 251:23
---	--	--	---

**[computer - corrections]**

Page 8

<b>computer</b> 123:23 123:25 161:17	<b>conflict</b> 209:14 <b>conform</b> 175:20 <b>confront</b> 166:16 <b>confronted</b> 153:5 <b>confusing</b> 254:11 <b>connection</b> 164:23 <b>consensus</b> 119:23 226:21 <b>consented</b> 162:24 <b>consider</b> 124:8 141:19 153:24 <b>considered</b> 124:17 216:15 <b>consist</b> 134:7 <b>consisted</b> 144:6 <b>consistently</b> 154:18 <b>constituted</b> 194:10 202:8 <b>consultants</b> 235:5 <b>contact</b> 116:4 217:18 257:21 <b>contacts</b> 148:16,17 148:19 <b>contain</b> 196:12 <b>contained</b> 182:16 <b>contains</b> 234:2 <b>contents</b> 247:25 <b>context</b> 250:2 <b>contingency</b> 249:23,25 250:1 <b>continue</b> 193:22 <b>continues</b> 181:20 <b>continuous</b> 140:10 201:4 249:9 <b>continuously</b> 182:24 183:1 <b>contract</b> 190:7,16 193:12,19 198:18 198:19 199:18 200:4,5,7,13	<b>202:23</b> 203:5,7 207:5 208:20 229:24 235:13 <b>contracts</b> 201:6 208:7 <b>contractually</b> 153:1 <b>control</b> 161:15,18 182:6 184:10 186:25 222:1 247:15 <b>conversation</b> 159:23 164:16 167:10,17 170:18 241:12 <b>conversations</b> 143:17 157:17 164:12 167:19,22 257:1 258:7 <b>cooper</b> 110:3 111:7 114:7,13 143:19 144:2 161:15,20,25 162:4,6 172:4 178:20 179:2,5 186:15,24 214:1 214:11,20,24 221:11 259:25 260:3,7,13 261:13 <b>copies</b> 173:10 <b>copy</b> 112:3,5,6,8,9 112:11,13,15,17 112:21,22 113:1,3 113:5 161:11 166:5 170:24 177:5,10,16,22 183:23 184:5 186:20 187:25 195:11 221:18 233:10 239:15 243:3 244:21	<b>246:19</b> <b>corporate</b> 115:10 115:15 151:11 154:4 157:3 160:18 161:24 183:17 208:24 <b>correct</b> 114:17,18 115:16 123:4,25 125:15 142:19,23 151:15 153:21 154:7 157:6,20 158:12 163:2,22 169:4,6 171:16,25 172:22 174:4 175:15 176:8,16 179:12 183:18 188:5 191:18 192:17 193:7,8,19 193:25 194:2 196:4,8 197:15,18 199:4 207:6 208:15,20 209:3 210:12 213:3,6,21 214:6,7 215:10,15 216:24 217:3 218:18 223:25 224:1,16 227:11 227:13 230:21,22 232:4 237:3,7,23 239:3 240:4 242:9 243:11,16,20,23 244:8,9 245:12 247:17 248:6,14 248:15 250:13,22 250:23 251:1 252:1,9,10,14,15 253:7,8 254:16 255:2 258:15 262:16 <b>corrections</b> 188:18 264:12 266:17
---	--	---	---

[correctly - demo]

Page 9

<b>correctly</b> 161:4 202:7	<b>crm</b> 131:8 <b>culture</b> 117:12 <b>current</b> 219:21,23 232:21,23 240:12 258:1	<b>date</b> 171:21 179:15,24 191:9 191:10,11 192:11 193:2,5,11,16,20 213:5 228:17	209:8,24 211:18 <b>decide</b> 119:18 259:9
<b>correspondence</b> 171:15	<b>currently</b> 211:10 220:5,25 232:20	<b>cursor</b> 197:7 <b>custody</b> 111:16 <b>customer</b> 116:8 123:24 134:2,5 144:16 156:6,11 156:19,20 192:9	<b>decided</b> 119:25 153:7 168:22 198:11 254:18 255:12,13
<b>cost</b> 163:8 164:25 165:5,6,11,13,13 165:16,19	<b>customer's</b> 123:25 126:15	<b>customer's</b> 123:25 126:15	<b>deciding</b> 145:10 <b>decision</b> 121:2,13 149:25 209:1 211:1,20,24 255:8
<b>costs</b> 158:17 159:7 160:4 171:10 248:12 249:10	<b>customers</b> 223:19 229:15	<b>dated</b> 112:4,6 113:1,4,6 161:11 167:24 169:2 170:25 243:3	255:11 259:17
<b>counsel</b> 115:23 126:20 129:2 258:6,7 261:1,11 263:2	<b>customized</b> 121:25 <b>cut</b> 227:7	<b>dates</b> 192:10 <b>daunting</b> 122:13 <b>dave</b> 144:25 145:2 <b>day</b> 139:17 140:14 140:14 142:4 169:23 219:12	<b>decisions</b> 116:15 119:24 227:7
<b>counseling</b> 126:25	<b>cuyahoga</b> 203:21 203:22,23 204:1 232:10 236:10,12 237:4 262:5 265:10 266:15	<b>cycle</b> 125:5 130:2 130:3 131:23 136:25 137:11 202:9,14 203:4 216:11	<b>deed</b> 265:14 266:20
<b>couple</b> 135:24 166:1 221:4	<b>cycles</b> 124:11 129:11,18 130:20 137:1 219:18	<b>days</b> 116:8 134:19 264:18	<b>deemed</b> 264:19
<b>course</b> 149:23 175:7 176:17 178:7 231:5,24	<b>d</b>	<b>deal</b> 115:25 116:17 154:23 199:2,7 201:13,14	<b>defendant's</b> 112:3 115:5 162:7
<b>court</b> 109:1 111:16 265:7	<b>d</b> 109:24 262:7 263:13	202:5 211:21 216:12 232:24 233:1	168:16 170:21
<b>covid</b> 127:24	<b>daily</b> 127:9 150:2	<b>dealing</b> 126:23 156:25	178:5 183:21
<b>cox</b> 243:11	<b>damage</b> 170:4 258:24	<b>deals</b> 140:7 199:1 216:7	187:4 221:10
<b>cpi</b> 165:7,7,11,18	<b>data</b> 126:23 133:10,12 235:19 236:12	<b>dear</b> 264:10	222:1 242:23
<b>create</b> 147:22		<b>december</b> 125:6 167:24 188:3	244:17
<b>created</b> 151:4,5 230:2			<b>defendants</b> 109:8 110:9 187:3
<b>creating</b> 209:14,19			<b>define</b> 124:6 141:19
<b>credit</b> 117:3 158:14,16,20			<b>defined</b> 194:13,14 237:12
<b>critical</b> 148:19			<b>definition</b> 164:17

[demo - discussions]

Page 10

130:24 154:23,24 191:20,22 192:3,3 202:3,4,11,12 203:6,24 204:5 <b>demographics</b> 231:2	<b>depositions</b> 142:9 <b>depth</b> 127:3 <b>describe</b> 129:3 138:16 144:21 145:13 157:12 222:23 256:2	<b>developing</b> 140:8 <b>development</b> 159:4 216:1 223:9 225:7,10 227:15 227:16 228:5 234:6 235:4,6	164:7 178:13 181:7,16 182:17 183:3,3,6 <b>disclosure</b> 161:1 <b>disconnect</b> 141:20 <b>discount</b> 230:9 236:21 237:20 238:8,16 240:7,10 241:23,25
<b>demonstrate</b> 123:8	<b>described</b> 142:12 144:5	<b>dialogue</b> 217:22	236:21 237:20 238:8,16 240:7,10 241:23,25
<b>demos</b> 121:20,21 121:23 125:8 126:6,8,10 135:9 148:15 150:2	<b>describing</b> 144:4	<b>difference</b> 129:3	<b>discounting</b> 236:17,25 238:1 240:10
<b>denial</b> 151:13	<b>description</b> 112:2	<b>differences</b> 122:10 140:22,25	<b>discounts</b> 223:19 229:15 236:17 237:25 238:25
<b>denied</b> 227:3	120:8,11 150:21 150:25 151:3	<b>different</b> 118:2	<b>discover</b> 210:24 238:6
<b>department</b> 116:1 127:22 128:3 146:9 201:2 202:8 204:3 245:10 255:21 264:22	<b>designated</b> 115:10 115:15 151:11 154:4 157:3	139:25 141:12,15 142:13,17 143:1 149:16 150:8,16	<b>discovery</b> 177:14 195:1 204:25 238:6
<b>depend</b> 120:21	160:18 183:17	168:16 208:2	<b>discretion</b> 222:21 222:24 223:4,5,14
<b>depended</b> 124:19 148:25	191:16 208:24 213:19	209:12 211:11,22 215:3 217:9,14 232:3 248:17	223:15,21,24 224:3,7 225:4 227:15 229:14 239:6
<b>dependent</b> 227:20	<b>designation</b> 215:5	<b>differently</b> 201:6	<b>discuss</b> 137:17
<b>depending</b> 124:12 136:6 149:5 199:25	<b>designed</b> 209:25	<b>difficult</b> 133:5	<b>discussed</b> 115:10 126:5 129:10
<b>depends</b> 131:1	<b>detailed</b> 135:19	<b>dimensions</b> 249:11	135:2 140:3 141:7
<b>deposition</b> 109:12 114:3,17 115:9 161:10 166:5 167:3 170:24	<b>details</b> 116:1	<b>dinner</b> 159:11 174:3,10,12 179:21 181:1	141:12 143:3
177:8,21 182:13 183:21,23 184:5 186:19 195:11 196:23 208:24 214:5,13 215:1,2,6 221:18 233:9 239:14 243:2 246:18 260:16 262:18 264:8,11 265:1,3 266:1,3	131:21 132:10 205:12 248:17	<b>direct</b> 171:22 188:4,25 205:4 206:12 222:13	150:9,11,16 152:9 202:1 219:17
	<b>determination</b> 119:1 241:22	<b>directed</b> 240:19 257:10	<b>discussing</b> 258:5
	<b>determine</b> 116:6,9 134:8	<b>direction</b> 189:12 209:12,13,16	<b>discussion</b> 159:16 178:22 213:8
	<b>determined</b> 219:13	<b>director</b> 175:24 220:22 258:15	225:18,20 259:14
	<b>develop</b> 128:12 139:17 142:5	<b>disappointment</b> 245:4,6	<b>discussions</b> 153:13 160:3 241:3
	146:1,3 147:8 200:24 231:4	<b>disbursement</b> 128:7	256:13,17,19
	<b>developed</b> 146:6 147:5,11 228:14	<b>disciplinary</b> 157:5 157:9,18 162:12	
	228:16 229:19 230:23 240:25	162:16 163:18,25	
	241:1 244:8		
	<b>developer</b> 120:3 130:25		

[discussions - employee]

Page 11

258:3	<b>dot</b> 193:11	<b>e</b>	<b>either</b> 176:12
<b>distancing</b> 114:4	<b>dr</b> 178:7 199:20	<b>e</b> 110:4 190:18	190:6 197:13
<b>distortion</b> 114:20	217:9,15 220:15	<b>eager</b> 212:10	207:2 213:11
<b>distributed</b> 220:9	220:18 221:1	<b>earlier</b> 129:10	236:22 240:11
<b>distributive</b> 150:3	222:11 250:9	145:22 148:3	263:2
<b>district</b> 109:1,2	251:24	168:12 188:15	<b>elected</b> 128:5
<b>division</b> 109:3	<b>drafted</b> 243:15	205:15 214:4	<b>eli</b> 136:2,3 160:16
146:6	<b>drama</b> 255:20,23	237:16 242:7	207:19,21 208:25
<b>document</b> 115:25	255:25	253:10 254:13	211:1 212:10
131:7,15 158:23	<b>drawing</b> 257:4	<b>early</b> 153:4 195:7	257:12
161:21 164:20	<b>drink</b> 174:7	207:17 224:15	<b>eli's</b> 207:17
166:12 167:11	180:10,14,20,25	<b>earn</b> 195:21	<b>eligible</b> 163:7
168:17 169:1,4	<b>drinking</b> 159:13	<b>easier</b> 234:14	<b>eliminate</b> 163:4,6
170:8 171:6 179:3	159:15,15	<b>east</b> 109:20 110:11	<b>email</b> 112:6 113:1
179:6 181:13	<b>drinks</b> 174:10	<b>eastern</b> 109:2	113:6 114:19,23
184:24 185:5,6	178:16	<b>eastman</b> 173:23	133:19 156:18
186:4 187:17	<b>driven</b> 133:12	257:23	170:25 171:9,12
222:3 233:15	219:19 231:3	<b>easy</b> 234:24	171:15 173:7,10
243:7 245:3 246:9	237:4	<b>ebb</b> 137:1,11	173:12 175:21
247:3 249:15	<b>driver</b> 234:21	<b>economic</b> 130:24	176:9 177:5,11
<b>documentation</b>	<b>driving</b> 151:23	159:3 225:7,10	179:24 180:5
157:8 159:2 202:6	<b>drops</b> 237:2	234:6 235:3,5	181:3,14 204:15
<b>documentations</b>	<b>due</b> 195:23 216:14	<b>economics</b> 109:5	204:18,19,22,24
181:15	227:5	112:17 122:6,12	221:11 243:3,9,15
<b>documented</b>	<b>duly</b> 262:8,10	122:14,20 140:5	243:15 246:12,19
131:20 181:22	<b>duplication</b>	221:19 264:6	264:17
219:4,6 243:19	114:11	265:3 266:3	<b>emails</b> 131:20
<b>documenting</b>	<b>duties</b> 115:12,18	<b>economist</b> 123:10	157:14
158:24	115:20 116:12	202:4 229:10	<b>emotion</b> 255:22
<b>documents</b> 166:2	118:2 121:6,7	<b>economists</b> 118:21	<b>employ</b> 151:25
181:5 183:20	122:17 126:19	123:12	152:1
233:6	134:17 135:5	<b>edited</b> 185:10	<b>employed</b> 123:13
<b>doing</b> 122:3,21,22	138:15 139:10,24	<b>edits</b> 185:11	132:14 152:13
123:1,9,22,23	140:1,2,15,16,16	<b>edo</b> 234:4	211:12 218:17
124:2 126:6,7,9,12	141:3,5,6,7,10,11	<b>education</b> 220:23	240:22
132:6 150:2,2	142:12,13,22,25	234:5	<b>employee</b> 112:8
152:3,5 156:16	143:2,3 145:17	<b>effect</b> 177:10	131:2 145:3
203:10 229:4	150:8,13,14,15	211:11 233:3	151:19,24,24
236:9 254:18	152:8 222:22	<b>efficiency</b> 141:14	152:1,4,22 153:1
<b>dollar</b> 189:8	<b>duty</b> 141:19,21	<b>effort</b> 202:17	158:16 160:24,25
190:25 191:6	148:6,10	204:11 216:15	175:23 176:4,6

[employee - explain]

Page 12

177:5,18,22 179:10,11 180:1,7 180:9,17 226:4 <b>employees</b> 153:25 158:16 211:6,22 211:23,25 212:1 227:6 252:13 <b>employment</b> 120:16 209:6,10 215:24 253:24 258:6 <b>enclosed</b> 264:11 <b>enclosing</b> 131:22 <b>encompass</b> 248:20 <b>encourage</b> 200:9 <b>ends</b> 216:12 <b>enjoyed</b> 132:9 <b>enr</b> 234:8 <b>ensure</b> 116:5,11 132:2 133:15 134:13,17 <b>entered</b> 266:9 <b>entergy</b> 205:6,10 <b>entertainment</b> 176:1 179:19 <b>entire</b> 156:2 199:2 224:4 265:5 266:5 <b>entirely</b> 159:1 <b>entities</b> 230:14 <b>entrepreneur</b> 221:4 <b>entry</b> 140:3 <b>environment</b> 132:7 <b>environments</b> 133:12 <b>equals</b> 234:8 <b>equivalent</b> 202:16 <b>errata</b> 264:13,18 266:7,10,18 267:1	<b>especially</b> 257:15 <b>esq</b> 110:3,10 264:5 <b>et</b> 202:13,13 <b>ethic</b> 228:6 <b>ethical</b> 117:2,6,13 168:8 181:21 <b>ethics</b> 141:1 <b>evaluate</b> 155:4,5 <b>evaluating</b> 156:23 <b>event</b> 251:23 252:11,16 253:6 263:3 <b>events</b> 258:1 <b>everybody</b> 146:13 146:13 158:20 175:2 196:11,12 <b>everybody's</b> 148:14 158:14 <b>evolve</b> 232:11 <b>evolved</b> 149:14 150:23 178:3 185:3 <b>exact</b> 154:19 <b>examination</b> 111:6 114:6 <b>example</b> 127:1,8 135:21 147:2 192:1 198:17 206:9 228:7 234:2 235:11 236:6 254:10 256:3 <b>examples</b> 117:17 156:7 <b>excel</b> 112:13,15 184:13 186:5,20 187:2 195:12 <b>exceptions</b> 250:16 <b>excited</b> 226:16,17 <b>excuse</b> 190:16 202:6	<b>executed</b> 266:10 <b>execution</b> 265:14 266:19 <b>exempt</b> 153:1,13 153:14,25,25 <b>exercised</b> 222:21 223:16,20 227:14 229:14 <b>exhibit</b> 111:16 112:3,5,6,8,9,11 112:13,14,15,17 112:21,22 113:1,3 113:5 115:4,5 151:10 154:9 157:3 161:10 162:7,8 166:5 168:15,16 170:21 170:24 177:17,21 178:4,5,17,17 181:12,14 183:15 183:21,23 184:5 184:18,18,23 185:13 186:19,20 187:3,4 189:15 193:10 195:9,11 197:4 205:5 206:11 208:23 213:18 221:10,11 221:18 222:1 229:12 233:7,10 239:11,15 240:3 240:11 242:23 243:2 244:17,20 246:11,12,18 247:14,21 248:2,3 248:9,21 253:9,10 253:13,16 <b>exhibits</b> 111:4 112:1 247:16 <b>exist</b> 252:23	<b>existed</b> 180:18 <b>existing</b> 175:14 211:25,25 254:6 <b>exists</b> 157:13 240:12 252:21 <b>expect</b> 117:9 123:5 123:7 <b>expectation</b> 125:2 125:4,17 132:18 132:20 <b>expectations</b> 117:9 124:4,24 138:21 <b>expected</b> 118:22 128:20 129:17 134:25 142:14 248:13 <b>expenditure</b> 136:10 185:17 <b>expenditures</b> 137:2 138:5 <b>expense</b> 171:10,25 172:6,9 <b>experience</b> 118:15 135:13 221:7 <b>experienced</b> 140:2 <b>expert</b> 128:14 250:3,5,8,10 <b>experts</b> 128:10,13 <b>expiration</b> 265:19 266:25 267:25 <b>expires</b> 263:17 <b>explain</b> 121:8,21 126:21 134:5,18 138:13 145:25 148:2,10 164:9 182:20 189:21,24 190:1 194:4 203:13 205:7 219:16 227:16 230:4,8 236:20
---	---	---	--

**[explain - fundamentals]**

Page 13

256:20	<b>fellow</b> 220:19	206:10 207:4,10	<b>forget</b> 203:22
<b>explanation</b> 156:8 172:21 176:8,15	<b>felt</b> 117:6 188:20 212:2 255:20	207:14 215:8,12 215:22 221:21	<b>forgive</b> 123:21 135:6 240:7 243:14
<b>exposed</b> 122:14	<b>female</b> 257:15,24	223:23 225:9	<b>form</b> 128:23
<b>extent</b> 178:8 212:13	<b>fiber</b> 168:9	231:10 232:8	158:12 161:2 165:22 175:5 210:25 225:23
<b>eyes</b> 240:14	<b>fiduciary</b> 128:6 195:20	242:19 243:25 244:5,10 245:25	226:19 229:8 238:23 252:24
<b>f</b>	<b>field</b> 192:13,22 227:21	249:23 254:22 262:10	259:6
<b>facing</b> 116:17 138:15,17 139:6 148:18	<b>figure</b> 121:10 132:23 133:4 154:19	<b>fiscal</b> 125:12	<b>former</b> 205:11
<b>facings</b> 140:19	<b>file</b> 157:23 158:4,6 158:8 159:1,18,21 160:6,8,9 163:22 181:6,17,25 213:21 214:5,9	214:20 260:1,3	<b>forrest</b> 220:20
<b>fact</b> 170:7 227:6	<b>files</b> 182:2,4,5,9,11 182:13	<b>flexible</b> 183:10	<b>forth</b> 130:20 248:8 250:12 251:8
<b>factors</b> 235:15	<b>filled</b> 204:9	<b>flight</b> 148:14 158:14	<b>forward</b> 183:10 201:7 227:23
<b>failing</b> 164:5	<b>final</b> 149:6	<b>flights</b> 148:13 158:21	264:15
<b>fair</b> 124:18 129:20 130:9 137:14,19 146:8 147:12 163:24 170:18 182:8 192:4 258:1	<b>finally</b> 168:23	<b>flow</b> 137:1,4,11	<b>foul</b> 255:23
<b>falls</b> 204:7	<b>finance</b> 172:14 249:6 250:9 253:15 254:5	<b>flyer</b> 147:17,22	<b>found</b> 114:19,23 157:23 176:2 239:7
<b>falsified</b> 162:20 164:11,19 166:14 167:4,9,11 170:8	<b>find</b> 177:19 264:11	<b>fmla</b> 212:5	<b>four</b> 118:19 128:15
<b>falsify</b> 168:23	<b>fine</b> 117:8 178:9 226:25	<b>focus</b> 217:5	<b>frame</b> 115:19 136:22 258:4
<b>familiar</b> 166:11 179:3 186:8 206:17	<b>finish</b> 126:1 139:3 189:25 205:19 253:20 255:18	<b>focused</b> 178:2	<b>free</b> 265:14 266:20
<b>familiarize</b> 184:18	<b>finished</b> 139:8	<b>focusing</b> 136:21	<b>freedom</b> 238:25
<b>far</b> 217:16	<b>fire</b> 163:16 166:17 168:3,4,22 254:16 255:15	<b>folks</b> 128:10	<b>freeze</b> 187:9,10
<b>fast</b> 213:24	<b>fired</b> 168:14	<b>follow</b> 127:17	<b>frequent</b> 198:4
<b>faster</b> 172:2	<b>first</b> 112:19 121:6 124:5 173:18	133:17 148:16,19 150:20 180:22	<b>frequently</b> 135:22
<b>favorite</b> 225:8	<b>fire</b> 163:16 166:17 168:3,4,22 254:16 255:15	198:24 199:9 248:14 250:21,25 251:7	<b>friday</b> 132:9,9,15
<b>february</b> 115:14 125:9 185:15,21 186:10 188:3 208:1 216:21,22	<b>finished</b> 139:8	<b>following</b> 162:14 165:15	<b>front</b> 188:17 240:3 246:12
<b>federal</b> 127:21	<b>food</b> 174:3	<b>follows</b> 114:5	<b>froze</b> 206:10
<b>feed</b> 256:23	<b>foot</b> 212:5	<b>food</b> 174:3	<b>full</b> 202:14 207:6
<b>fees</b> 124:21	<b>foregoing</b> 262:15	<b>foot</b> 212:5	<b>fully</b> 200:5,13
	124:5 173:18	262:19 265:13 266:18	<b>function</b> 152:3,4
	184:23 185:24	<b>forged</b> 159:24	<b>functions</b> 117:15
	190:1,19 194:7	160:3,5	<b>fundamentals</b> 122:20
	197:1 200:14		

[funding - hand]

Page 14

<b>funding</b>	115:24 126:25 127:4 129:14	137:22 138:1 147:2 155:24 156:7 161:15,18	255:18	<b>govern</b> 248:6,7
<b>funds</b>	127:8,8,10 127:11,22 128:2,7 129:13	161:19 164:17 166:9 184:10 186:13,25 187:5	<b>goals</b> 223:2,2 <b>goes</b> 196:3 <b>going</b> 114:15	<b>government</b> 124:11,20,25 125:3 219:18
<b>further</b>	121:22 173:6 256:20 259:22 262:18 263:1	198:21,23,23 236:6,7 261:1,11	122:25 130:15 132:7 134:22	<b>government's</b> 114:4
<b>future</b>	144:8,10,10 164:15	<b>given</b> 143:6 157:5 157:9 158:1	135:15,16 136:9 140:4,5 151:9	<b>great</b> 124:10 226:1 226:11
<b>g</b>		160:14,21 203:25 227:8,11,12 232:13 259:12 262:13,17	153:17,23 154:3 158:17 159:19	<b>grebenc</b> 243:10 <b>greg</b> 159:17
<b>g</b>	112:3 124:20,21 124:22,25 125:5 161:11 162:7,8 189:17 191:14	<b>giving</b> 136:9 137:9 247:24	160:11 161:7 166:1,9 168:6,22 169:20 170:20 178:16 179:3,18	166:22 171:18,19 173:11 203:16,25 205:14,15,16 210:13 213:1,10
<b>g.i.</b>	166:14	<b>glanced</b> 207:19	183:8,12,14,20 184:10 185:23	231:4,7 242:5,5 244:15 255:17,19
<b>games</b>	182:25	<b>go</b> 114:25 117:7,8 120:19 125:5,6	186:25 189:18 195:8 197:1 201:7	255:20 258:13
<b>gateway</b>	109:20 110:11	126:16,17 128:15 129:12 131:18	205:4 206:8 208:23 212:15	<b>greg's</b> 200:20 204:8 205:9
<b>gbp</b>	228:18	132:5 133:19	213:17 214:17,18	<b>grew</b> 149:13 224:9
<b>gdp</b>	120:2 228:7 228:14,18 229:1,7	139:22 143:22	214:20 221:11,15	<b>group</b> 121:4
<b>general</b>	234:14	148:23 149:2	223:23 225:25	224:24 226:13,14
<b>generally</b>	116:19 119:11,15 200:23	156:16 159:22	227:23 230:5	226:16,17,25
<b>generated</b>	219:1 254:4	168:19 169:8,13	233:5 234:13	251:23 252:11,16
<b>generating</b>	154:17	169:19 172:3	236:13,13 239:10	253:6 255:13
<b>generous</b>	204:10	174:7,10,10,23	240:24 242:22	258:8,9,21 259:5
<b>getting</b>	121:14,23 135:17 166:18 178:9 195:18 216:3 221:8	175:16 178:18,25	244:12,16 246:8	<b>guaranteed</b> 199:7
<b>gis</b>	159:25 160:1 162:21 164:11 166:19 167:15,18 169:10 170:1,11	179:13 184:17 185:23 186:15	246:10 254:14	<b>guess</b> 126:8
<b>give</b>	117:17 121:2 129:7 136:22	188:25 189:25 200:23 202:20	255:20 257:25	136:14 164:5
		205:19,23 206:8 209:12 214:25	258:25	174:3 234:15,21
		215:20 222:9	<b>good</b> 114:8,9,25	247:11
		224:12 226:1,6,18	116:17 134:10	<b>guessing</b> 219:8
		226:22 227:2	142:10 162:4,5	<b>guys</b> 114:13
		235:8 236:5,8	168:11 183:11	<b>h</b>
		238:18,20 244:17	212:3 238:10,10	<b>h</b> 191:13,20
		251:13 254:8	260:3	<b>h.r.</b> 182:2,6 258:15
			<b>gosh</b> 203:21	<b>half</b> 166:18 168:24
			<b>gotomeeting</b> 124:1	206:4
			<b>gotten</b> 135:6	<b>hand</b> 191:3,5
				222:1 263:6

[handbook - indicating]

Page 15

<b>handbook</b> 112:8 176:5,6 177:6,18 177:19,22 178:7,8 179:10,11,19 180:1,7,8,17 <b>handed</b> 159:2 181:22 212:24 217:13 219:1 <b>handled</b> 152:21 199:1 <b>hands</b> 218:3 <b>handwriting</b> 168:17,20 <b>handwritten</b> 112:5 157:14 166:6 181:4,13 <b>hannah</b> 196:21 207:2 <b>happen</b> 119:14 142:3 159:8 <b>happened</b> 162:23 <b>happens</b> 130:7 <b>happy</b> 138:2,18 147:20 <b>hard</b> 133:12 141:1 141:2 150:1 169:3 216:24 <b>harvard</b> 220:19 <b>hats</b> 120:5 <b>hayes</b> 146:16 149:19 <b>head</b> 194:20 <b>header</b> 189:19 192:12 <b>headquarters</b> 203:23 <b>health</b> 249:4 <b>hear</b> 123:15 135:13 194:20 <b>heard</b> 247:10 253:15 254:2	<b>hearing</b> 114:14 162:22 <b>heavily</b> 119:7,9 <b>heidi</b> 110:10 161:16 264:5 <b>held</b> 143:1 <b>help</b> 116:7 133:4 133:25 136:25 168:6 183:2 202:4 233:19 246:11 249:12 <b>helpful</b> 138:12 <b>helping</b> 140:11 173:20 238:10 <b>helps</b> 141:23 <b>hereunto</b> 263:5 <b>hey</b> 127:12 <b>high</b> 212:6 <b>higher</b> 155:1 <b>highest</b> 237:13 <b>highlighted</b> 206:13 <b>highlighting</b> 197:6 <b>highly</b> 143:4 <b>hire</b> 211:2 <b>hired</b> 201:20 <b>hires</b> 209:24 <b>hiring</b> 228:3 <b>historically</b> 132:8 132:11 <b>history</b> 257:20 <b>hit</b> 216:13 <b>hitting</b> 212:6 219:22 220:1 <b>hold</b> 214:2 <b>holder</b> 184:14 187:4 <b>holdout</b> 255:15 <b>hope</b> 176:22 <b>hopefully</b> 213:24	<b>horse</b> 122:8 <b>hotel</b> 117:1 158:21 159:5 172:18,24 174:20,23,24 175:9,18 <b>hounding</b> 164:21 <b>hour</b> 166:18 168:24 <b>hours</b> 151:14 152:18 153:2,18 153:20 <b>house</b> 249:10 <b>hseigmund</b> 110:12 <b>huh</b> 197:12	<b>imposed</b> 124:21 <b>improve</b> 147:1 182:25 <b>improvement</b> 140:10 181:20 201:4 249:9 <b>inability</b> 158:12 <b>inappropriate</b> 257:21 <b>incentivize</b> 199:22 <b>included</b> 194:11 264:13 <b>including</b> 154:5 209:1 248:18 254:6 <b>i</b> <b>i.t.</b> 228:8 229:11 <b>idea</b> 147:3 229:7 <b>ideas</b> 146:4,21,25 227:21 <b>identification</b> 166:7 171:2 184:2 184:8 186:22 195:14 221:23 233:12 239:17 244:23 <b>ignored</b> 158:22 <b>ignoring</b> 235:9 <b>ii</b> 109:13 114:6 <b>imagine</b> 128:8 207:17 <b>immersed</b> 118:16 143:8 <b>immersive</b> 135:13 <b>implementation</b> 133:10 <b>implemented</b> 245:18 246:3 247:9 253:13,14 253:23 <b>important</b> 132:4
--	---	---	---

[indiscernible - kind]

Page 16

<b>indiscernible</b>	<b>inside</b> 126:22	128:22 129:8	148:6,10 150:13
114:20	<b>insight</b> 119:7	138:1,4,5	150:14,15,21,25
<b>individual</b> 140:9	129:1	<b>invited</b> 252:17,19	152:3,4,8 162:21
151:18 155:5	<b>instance</b> 147:23	<b>invoices</b> 254:4	222:22 256:7,8
214:25 237:13	191:17 202:21	<b>involved</b> 116:17	<b>jobs</b> 139:24
<b>individually</b> 155:7	203:2,3,5,14	118:5,6 204:14	<b>jobseq</b> 115:21
185:8 241:20	207:12	211:19 259:17	123:1 127:6
243:20	<b>instances</b> 207:8	<b>involvement</b>	129:15,19 133:1
<b>industries</b> 241:17	208:9 210:11,20	145:10,13,24	143:18 152:24
<b>industry</b> 118:7,9	<b>instituted</b> 164:8	150:12 259:23	155:22 216:1
118:22 122:6,7	<b>instruct</b> 212:13	<b>involves</b> 118:24	228:20 235:13
130:13,14 139:16	<b>instruction</b> 261:1	140:10	254:7
139:16 142:2,3	261:11	<b>issue</b> 114:20	<b>john</b> 110:17
147:14 241:16	<b>intelligence</b> 118:7	<b>issues</b> 115:24	114:23 161:16,23
<b>inexperienced</b>	119:9	123:17 173:13	162:2,5 166:22
220:3	<b>intent</b> 163:7	<b>italy</b> 205:23 206:2	210:12 228:1,2
<b>information</b>	<b>intention</b> 166:17	<b>items</b> 145:8	258:12
131:14,17,22	<b>interaction</b> 175:17	248:17	<b>joining</b> 162:1
132:19 134:11,14	<b>interested</b> 263:3	<b>iteration</b> 232:8	<b>judgment</b> 204:8
170:16 188:14	<b>interface</b> 175:14	<b>j</b>	205:9
192:23 202:7	<b>interim</b> 136:1,1	<b>j</b> 112:9,14 183:21	<b>july</b> 125:6,13
208:2 219:4 254:4	195:18 221:1	183:23 184:18,23	177:17 179:12,16
255:6 257:3	<b>internal</b> 118:8	185:13 186:21	227:18 246:15
<b>informed</b> 224:25	256:13	187:3 192:16,24	253:17,18,23
<b>inherited</b> 201:11	<b>internally</b> 123:7	197:24	<b>june</b> 125:6,13
201:23 202:10,11	168:22	<b>january</b> 125:6,12	<b>k</b>
203:9	<b>interrogatories</b>	188:3 206:3	<b>k</b> 112:11 183:21
<b>initial</b> 202:9	112:19 221:13,21	<b>jennifer</b> 151:13,17	184:5,18 189:3
216:11	222:7	<b>jim</b> 146:16 149:19	192:25 193:11
<b>initially</b> 149:13	<b>interview</b> 136:2	<b>job</b> 115:12,18,20	<b>keep</b> 157:8 159:19
<b>initials</b> 191:15	<b>interviewing</b>	116:12 118:2	183:10,12 214:16
<b>initiated</b> 167:19	221:2	120:8 121:6,7	214:18
<b>inked</b> 203:7	<b>intimate</b> 145:23	122:16 126:19	<b>keeps</b> 119:8 122:1
<b>innovation</b> 118:6	145:24	127:9 129:12	<b>kelli</b> 221:12,15
133:7 143:18	<b>intimately</b> 118:5	131:6,25 134:1,17	<b>kelliann</b> 109:24
144:5 148:2	<b>introduced</b> 242:19	135:4 138:15	262:7 263:13
150:13	<b>inundated</b> 118:16	139:24,25 140:15	<b>kept</b> 145:15
<b>innovations</b> 120:4	<b>invest</b> 136:11	140:16 141:3,4,6,7	<b>kind</b> 123:14 147:2
<b>innovative</b> 227:21	<b>investigate</b> 159:8	141:10,11,19,21	150:1 151:23
<b>input</b> 231:4	<b>investment</b> 117:25	142:12,13,22,25	167:3 199:10
	127:2,19 128:15	143:2,3 145:17	209:23

## [kinks - list]

Page 17

<b>kinks</b> 201:1	160:19 180:18	<b>leadership</b> 119:25	159:25 160:5,7,13
<b>knew</b> 223:10	181:6 187:24	209:11 210:3	160:20 161:4,8,11
259:20	188:1,8 203:1	211:19 212:2	162:8,11,14,19,20
<b>know</b> 119:8,15	207:24 238:15	213:14	163:1,5,21,25
126:3 127:5,6	245:14 256:25	<b>leads</b> 148:20 217:1	164:6,11,20 165:1
128:9,10 133:7	257:8	217:2,4,6,8,11,13	165:3,21 166:14
135:12 136:4,6	<b>known</b> 158:11	217:15,17,19	167:9,12,14,24,25
137:9,15,19	207:20	218:2,4,8,25,25	168:1,2,24 170:2
142:11 145:9	<b>kodak</b> 173:23	220:8,14	181:8,8,12 210:6,9
150:10 151:1,3,6	257:23	<b>learn</b> 128:18,18	210:21 211:2
152:14 154:15,21	<b>koehler</b> 110:3	<b>learned</b> 225:12	264:19
155:13,19,21	<b>koehler.law</b> 110:5	<b>learning</b> 207:18	<b>letters</b> 160:1 210:1
156:1 159:1	<b>kw</b> 252:9	<b>leave</b> 216:19	210:25 211:5
161:17 164:3	<b>kyle</b> 159:17	259:18	<b>letting</b> 142:10
165:7,25 172:24	171:18,19,21	<b>led</b> 254:21 255:3	<b>level</b> 116:9,18
176:23 177:2,2,13	173:11 197:22	<b>left</b> 114:10 144:3,3	119:22 128:4,7,9
179:13 182:10,11	205:18,20,21,24	186:2,3 187:8	133:24 135:19
185:1,6 188:11	205:25 206:2	216:3 217:19	139:14 140:3
191:24 194:17,25	<b>kyle's</b> 205:17,22	218:5,9 219:23	202:16 204:11
195:5 196:20	<b>I</b>		
199:1 204:24	<b>I</b> 152:16 191:17	<b>legal</b> 127:12	209:14 216:15
205:12 207:1,22	<b>labeled</b> 249:14,15	128:21 129:4	235:19 236:12
212:25 214:10	250:11	264:1 267:1	<b>liberty</b> 223:7
216:8 217:21	<b>labeled</b> 112:7	<b>legally</b> 129:2	<b>license</b> 116:2,3
218:7,11 219:3,25	170:25	<b>legitimate</b> 167:12	190:7 191:11
225:12 226:10	<b>labor</b> 127:22	167:13	193:3 202:16
228:6 231:17	128:3	<b>leigh</b> 175:21,22,23	216:3 218:19
232:2 233:22,24	<b>lag</b> 172:3	176:1 181:19	230:12 237:12
234:20 235:12	<b>laid</b> 134:20 235:15	<b>leisure</b> 246:25	254:7
239:5,5,21 240:5	<b>language</b> 189:22	<b>length</b> 219:13	<b>licensed</b> 241:21
244:12,13 245:4	255:23	<b>lengthy</b> 167:17	<b>licensee</b> 230:13
245:20 246:7	<b>largely</b> 135:25	<b>leslie</b> 109:13 111:6	<b>life</b> 131:23 182:19
247:10,12,20	231:3 255:7 257:4	113:2 114:1,6	<b>limited</b> 152:23
253:18 257:10	<b>latest</b> 247:6	146:16,17,18	224:19
259:19	<b>laura</b> 175:21,22,23	173:9 181:19	<b>linberg</b> 109:24
<b>knowledge</b> 117:23	176:1 181:19	231:7 243:4	262:7 263:13
118:9 120:17	<b>law</b> 127:3 128:9	258:12 262:10	<b>line</b> 168:19,19
122:6 133:24	129:1	264:8 265:4,9	234:7 246:6
134:9 139:14	<b>laws</b> 122:12 140:4	266:4,13 267:20	264:13 266:7
141:15,17 142:2,3	<b>lead</b> 218:12 219:9	<b>lesser</b> 204:13	267:3
145:23 152:23		<b>letter</b> 112:4	<b>list</b> 148:17 159:20
		114:19,24 115:1	225:5 237:1,6

[list - ma'am]

Page 18

238:3	155:1,9,22,23	259:18 264:6	<b>looked</b> 115:9
<b>listed</b> 142:21	156:3,23,24 157:6	265:3 266:3	156:22 181:3,4
143:2 150:12	157:10 158:1,11	<b>lombardo's</b>	193:15 207:24
210:14 240:10	158:13,21 159:3,8	112:19 119:20	216:6 237:18
266:7,17	159:17,25 160:15	120:15 141:7	239:25
<b>listen</b> 198:24	160:21 161:12	142:25 147:6	<b>looking</b> 142:7
<b>listing</b> 266:7	162:20 163:11	148:13 150:15,22	156:17 176:9
<b>little</b> 121:22	164:8,10,13 165:1	154:5,7,10,22	179:24 182:9
126:21 134:18	165:2,16 166:16	155:20 156:5	208:1 229:12
139:21 141:20	166:18 167:1,23	157:23 158:18	247:14,25
148:2 169:3 173:6	168:3 169:5,12,14	160:2 163:1,15,22	<b>looks</b> 184:25
173:14 179:1	170:14 171:13,16	164:6 166:13	187:20 188:10
185:25 197:9	171:24 172:5,17	169:16,18 181:6	247:21
215:2,17 227:17	172:25 173:10	181:25 182:12	<b>losses</b> 164:14
234:3 254:11	176:7,15,23	196:7,8 212:9	<b>lost</b> 181:10
256:20	178:13,15 180:5	213:21 215:24	<b>lot</b> 120:4 128:18
<b>live</b> 251:3	181:16,19 182:18	221:21 229:7	130:4,7 138:21
<b>living</b> 163:8	183:16,24 184:6	235:7 253:24	140:25 157:1
164:25 165:5,6,11	185:14 189:16	254:12,21 256:12	175:13 213:24
165:13,14,16,19	191:18 194:7,18	258:5,20	214:3 223:7 225:8
<b>llc</b> 109:5 110:3	194:23 196:11	<b>long</b> 143:20	228:24 229:1
264:6 265:3 266:3	207:9 211:12	152:11 159:16	231:1 254:3
<b>llc's</b> 112:18 221:19	215:8 216:6,21,24	205:24 206:2	<b>lower</b> 209:19
<b>llp</b> 109:19 110:10	217:2,14,20 218:6	219:9	236:2 237:2
<b>local</b> 128:7,9	218:9 219:1,22	<b>longer</b> 219:18	<b>lp</b> 252:1
<b>locally</b> 128:5	220:9 222:20	252:18	<b>ludvik</b> 151:17
<b>located</b> 126:8	223:15 224:25	<b>look</b> 161:21	152:17 243:10
<b>location</b> 126:15	225:6 226:2 227:1	166:10 170:21	<b>ludvik's</b> 151:13
138:19	227:8,9,13 228:4	178:1,2,4,17 179:3	<b>lunch</b> 214:16
<b>logged</b> 228:12	228:21 229:10,25	182:11,12,23	256:22 257:8,11
<b>logs</b> 120:2,2 228:7	230:3,18 231:13	187:6 190:12	257:13
228:10,11	231:16,17 238:15	192:17,20 193:9	<b>m</b>
<b>lombardo</b> 109:8	240:22,25 241:24	195:16 196:13	<b>m</b> 110:3
110:16 112:4,9,11	242:3,8,14 243:10	197:4 202:11	<b>ma'am</b> 115:17
119:5 120:14,23	244:7 248:1,13	203:12 206:14	162:10 171:7
123:13 132:14	250:18,24 251:7	222:19 233:16	172:20 174:5
140:12 141:5,10	252:16,21,23	234:7,10,11	179:8 180:6
142:6,14,14,18	253:3,6 254:16,22	242:25 244:18	183:19 184:22
145:16 147:10,13	255:9,22 256:22	246:13,24 247:16	186:12 187:18
147:18,20 150:7	257:1,7,20 258:14	248:2 249:18	195:25 197:16
150:20,24 154:16	258:24 259:13,15		206:1,25 207:7

## [ma'am - matter]

Page 19

208:21 222:5,8	140:1,2,4,17,18,20	195:21 198:2,12	239:16 242:22
229:17 236:19	140:23,24 141:4,5	199:16,16,22	243:2 244:16,20
243:8	141:6,8,11,13,18	210:15,22 220:6	246:11,18
<b>madam</b> 264:10	142:4,13,15,19	224:10 227:20	<b>market</b> 146:2
<b>main</b> 227:22	143:1,7 145:18,20	231:5 238:1	228:19
<b>maker</b> 121:13	145:21 146:3	250:20 254:5	<b>marketer</b> 146:14
255:11	147:3,4 148:7,22	257:2,4,11	<b>marketing</b> 118:5
<b>making</b> 220:16	149:2,7 150:8,14	<b>managing</b> 116:24	137:12 145:24
<b>male</b> 257:24	150:15 152:7,9	148:10,11	146:1,3,5,7,8,8,9
<b>manage</b> 116:21,23	156:12,12,16	<b>manipulate</b> 187:6	146:11,12,22,24
116:25 117:14,15	172:14 174:6,8	<b>manner</b> 117:2,5	147:4,5,7,11,13,16
117:18,19 135:15	180:13,14,19,19	121:25 123:2	147:21 149:20
135:16,16 141:2	180:22 188:17	141:23 157:18	150:12 249:6
224:10	189:1,1 191:16	198:5 223:1	<b>markets</b> 224:13
<b>manageable</b> 212:3	193:6 198:8 200:6	239:24	<b>massage</b> 147:1
<b>managed</b> 205:10	200:6 201:9,11,12	<b>map</b> 118:8 119:10	<b>masses</b> 175:20
223:3	201:14,18,19,20	134:11 143:10,11	<b>master</b> 230:11
<b>management</b>	202:22 203:9	143:12,17 144:4,5	<b>material</b> 146:1,3
119:2,3 126:24	208:8 220:25	144:7,13,15,19,23	147:11,14
138:11 221:6	225:9 227:19	144:24 145:5,7,8	<b>materials</b> 147:5
255:24 256:5,6,7	228:4 232:20	145:11,14 148:4,5	157:22
256:24	234:17 236:5	227:24 228:9	<b>math</b> 231:1
<b>manager</b> 115:13	240:6,9 252:5	229:6	<b>matrices</b> 231:4,21
115:13,19,20	256:7 257:5,14	<b>march</b> 112:16	231:23 232:20
116:13,20 117:10	<b>manager's</b> 140:15	136:2 163:16	<b>matrix</b> 112:21,23
117:18,19,21	155:5,6 227:22	166:13 168:14	231:10 232:1,3,7
118:2,3,4,10,11,12	<b>managers</b> 116:19	195:12 196:3	232:13,15,22
118:24 119:12,13	117:20 119:5	197:3,22 204:23	233:3,10,23 234:1
119:19 120:24	120:9,12,15 126:5	254:14,15	234:16,18,22
121:3,7,19 122:2	126:6 128:20	<b>mark</b> 168:24	235:2 239:3,8,15
122:17,22 123:4	132:8 136:13,15	191:20 192:7,25	239:19,25 240:3
123:22,23 124:4	136:20 137:8,16	256:2	240:12 242:2,4,20
126:16,20 129:7	137:21 138:9,15	<b>marked</b> 112:2,3,8	243:15,19,23,25
129:17,24 130:8	139:6 142:22	113:1,3,5 151:10	244:5,11,14
130:18 131:7,10	144:14 146:21	161:10 162:7	250:16
131:15,18 132:1,5	148:1,9 149:7,9,22	166:6 170:20	<b>matrixes</b> 230:21
132:11,19,21	149:24 150:2	171:1 177:21	230:23
133:14,17 134:12	151:6 153:24	184:1,7 186:22	<b>matter</b> 128:14
134:25 135:5,7,22	155:17,17 172:10	187:2,3 195:8,13	159:24 250:3,4,6,8
136:1 139:11,12	172:10 174:16	221:9,22,25 233:6	250:10
139:14,18,25	185:8 188:19	233:6,11 239:10	

[maturity - need]

Page 20

<b>maturity</b> 117:5	217:12	<b>minutes</b> 143:21,21 260:1,2,3	253:10
<b>maximize</b> 238:11	<b>measure</b> 141:2	<b>misnamed</b> 161:17	<b>moved</b> 118:19 119:17
<b>mcguire</b> 109:19 110:10	<b>medicine</b> 122:9	<b>missed</b> 165:10 189:25	<b>movement</b> 257:17
<b>mcguirewoods.c...</b> 110:12	<b>meeting</b> 138:17 149:18 166:21,25 258:8	<b>mississippi</b> 205:6	<b>moving</b> 123:20 183:10
<b>mcmillin</b> 205:11 215:25 216:16,19 217:2,6,8,14,18,19 218:1,9,14,15 219:2	<b>meetings</b> 116:18 138:16 139:6 149:11,15,21 229:6	<b>mistake</b> 153:6 208:11,12,18	<b>msa</b> 232:9
<b>mcmillin's</b> 218:4 218:12	<b>member</b> 242:14	<b>mistakes</b> 253:3	<b>multi</b> 198:18,19 199:1,2,18,18
<b>meal</b> 173:17	<b>members</b> 212:2	<b>model</b> 151:22,23 229:20,21 230:7	200:5,13 201:6 208:7,19 236:21
<b>mean</b> 120:1 122:4 122:22,23 124:6 130:21 136:23,25 138:3 144:9 145:6 148:11 150:10 158:2 163:14 164:3 167:7 168:7 169:22 177:9 182:20 184:11 185:5 193:11 201:19 207:21 210:5 217:24 223:12 226:5 228:10 229:18 230:4 236:1 237:18 238:12,17 247:24 248:18 249:5 250:2,15 256:5	<b>mentioned</b> 122:16 132:1 134:1,16 135:4 138:14 147:25 161:23 205:15 210:16 223:24	230:17 237:15,17 237:21,22 240:25 241:4,13,16 242:1 242:2 244:4	<b>multiple</b> 144:14 144:17 229:23 230:5
<b>means</b> 119:16 121:9,10,23 122:24 138:16 184:12 191:24,25 192:15 194:16 199:8	<b>merit</b> 160:8 162:23,24 163:2,8 163:18 164:21,22 164:24	<b>moment</b> 162:9 181:5 186:13 206:21 214:12 217:5 222:20 248:2 249:21	<b>mute</b> 162:3
<b>meant</b> 145:25 160:2 170:3	<b>meshing</b> 209:11	<b>money</b> 130:6 219:15 226:7	<b>n</b>
	<b>met</b> 223:1	<b>monitor</b> 133:22	<b>n</b> 113:1 191:25 192:2,13,14,15 242:23 243:3
	<b>meteorites</b> 198:10	<b>month</b> 121:1 123:6 155:18 188:16 199:14 206:3,3	<b>name</b> 173:8 187:12 189:20,23 193:4 205:6 218:13 264:6 265:3,4,15 266:3,4 266:21
	<b>methods</b> 154:6	<b>months</b> 118:17 123:5,6,8,8 124:14 124:14 204:3 206:23 216:4	<b>named</b> 242:14 262:9
	<b>metric</b> 156:3	<b>moral</b> 168:9,9 181:21	<b>names</b> 161:16 258:10,11
	<b>metrics</b> 156:22	<b>morning</b> 114:8,9 132:9,10,15 162:4 162:5	<b>nation</b> 235:21
	<b>middle</b> 164:13 256:5,6,11	<b>mouthful</b> 206:19	<b>native</b> 112:13 186:20 187:1
	<b>midwest</b> 264:17 267:1	<b>move</b> 119:1,2,12 119:22 139:12 148:8 186:2 187:8 215:1 223:12	<b>natively</b> 184:11
	<b>mile</b> 232:9		<b>necessarily</b> 218:19
	<b>mind</b> 160:2 197:6 199:20		<b>necessary</b> 209:15
	<b>mine</b> 245:6		<b>need</b> 114:3 119:9 121:11 127:1,11 127:23,25 133:4 133:25 143:13,22 157:21 199:9 243:19
	<b>minimal</b> 145:12		
	<b>minute</b> 167:4 170:21 206:14		

[needed - onsite]

Page 21

<b>needed</b>	116:6 118:7 131:23 147:7 153:3 159:6 168:3 188:18 192:23 195:22 223:10 228:24,24	<b>note</b>	178:6 192:16 192:17 206:20 207:1 264:12	238:23 252:24 259:6	242:5
<b>needs</b>	119:8 146:6 183:11	<b>noted</b>	189:2	<b>objection</b>	163:12
<b>negative</b>	208:17	<b>notes</b>	112:5 157:14 166:6 192:20,21	<b>objections</b>	112:18 221:20
<b>negotiations</b>	249:16 250:12,13 250:22 251:1	<b>notice</b>	115:9 160:9 208:23 209:2	<b>observed</b>	175:3,8
<b>never</b>	118:13 122:14 164:19 170:16 200:9 203:21 210:3 227:25 237:2 256:8 257:23 259:12	<b>notices</b>	195:23	<b>obtain</b>	134:2 156:19
<b>new</b>	116:15 154:2 154:16 190:6,23 194:10,11,12,16 194:16 197:14 198:17 201:14,17 201:19,20 203:14 204:2 206:22 209:24 210:22 211:3,6 212:1,3 225:1 227:24 233:3 235:13 242:1	<b>notoriously</b>	158:13 158:11	<b>occurred</b>	177:4
<b>night</b>	119:8 122:1	<b>november</b>	187:21 188:4 189:14 193:10 203:12,16 216:20	<b>october</b>	115:14 167:25 185:14,21 188:4 203:17 205:5 207:25
<b>nine</b>	124:14	<b>number</b>	112:2 115:12 126:4,18	<b>offer</b>	114:19,24 115:1 159:24 160:7,13,20 161:3
<b>noise</b>	123:14		136:8,9,10 137:15 137:20,22 138:8 138:24 139:5 151:12 155:2,24 157:2 168:21,21 169:19,25 183:15 184:15 213:20 219:3 222:14,19 228:23 229:13 231:25 236:25 237:9 239:22 258:10 264:7,13	<b>offering</b>	144:10 162:21 223:19 229:15 238:16,21
<b>non</b>	153:14,25 161:1,1,1	<b>numbered</b>	231:22	<b>office</b>	126:9,9 135:10,11 138:18 203:24 263:6
<b>notarized</b>	264:14	<b>numbers</b>	136:16 136:18 137:9,25 138:1,4,5,5 139:1 139:2 266:7	<b>official</b>	265:15 266:21
<b>notary</b>	109:24 262:7 263:14 264:25 265:10,18 266:15,23 267:23	<b>o</b>		<b>officials</b>	128:5
		<b>object</b>	128:23 165:22 175:5 212:12 225:23 226:19 229:8	<b>oh</b>	110:5 132:16 132:16 139:21 148:7 175:1 190:3 203:21 204:23

[onstage - permitted]

Page 22

<b>onstage</b> 176:3 228:13 229:6	<b>organization</b> 119:23 121:11 126:22 133:4 141:24 143:9 226:21 234:6,22 249:5	<b>251:10</b> 264:13,15 266:7 267:3	<b>party</b> 251:20 263:2
<b>open</b> 159:14 175:2	<b>organizations</b> 235:4,6	<b>pages</b> 171:23 173:7	<b>pay</b> 117:3 153:17 193:7 199:7,23,23 237:19
<b>operated</b> 155:7	<b>organize</b> 201:2	<b>paid</b> 152:18 153:6 153:20 183:16	<b>paying</b> 195:19
<b>operating</b> 113:4,6 144:18 200:16,18 200:22 201:2 244:21 245:7,15 246:2,14,20 247:7 247:22 248:5,9,14 248:19 249:7 250:21,25 251:8 251:16 252:12,23 253:2	<b>organized</b> 217:23 217:25	185:14,20 192:25 193:13,18,19,23 193:24 194:1,5,8 194:18,23 195:20 198:18 199:3,18	<b>payment</b> 193:3,21 194:1,6 207:13 215:7
<b>operation</b> 259:20	<b>original</b> 160:3 163:1,5 203:24 221:14 237:14	200:5,8,13,13 201:6,10,13,25 202:23 203:14	<b>payments</b> 195:6
<b>operations</b> 117:15 175:24 204:3	<b>outside</b> 150:18 237:25 258:6	206:22,23 207:4,5 207:6,9,10 208:20 211:10	<b>pdf</b> 186:5
<b>opportunities</b> 117:14 196:8 208:8 217:22	<b>outstanding</b> 154:12	<b>pain</b> 121:25 123:2	<b>people</b> 126:23 132:22 133:6,8 137:3 149:17
<b>opportunity</b> 127:2 127:19 128:22 129:8 131:21 140:19 166:9 175:13,13 187:5 189:20,22 190:11 191:14,15 193:4 194:12 198:3,8,13 201:12,23,24 205:6 206:18 208:6 215:14 222:25 232:11 238:11	<b>outward</b> 116:17	<b>paper</b> 181:4 251:5	<b>people's</b> 182:11
<b>opposed</b> 212:1	<b>overall</b> 162:22	<b>paperwork</b> 152:24 202:5 204:1,6	<b>percent</b> 154:15 194:8 197:10
<b>optics</b> 254:9	<b>overlapping</b> 215:4	<b>paragraph</b> 161:5 180:12 223:17,18	<b>percentage</b> 154:22 155:6,14,25
<b>option</b> 133:19	<b>overlook</b> 168:13	<b>parent</b> 230:12 237:12 241:15	190:20,21,25
<b>order</b> 114:4 173:18 182:25	<b>overtime</b> 151:14 153:2,3,7	<b>part</b> 180:1,7,17 214:25 252:16	191:6 201:25 223:2 237:22
<b>orders</b> 173:17 180:21	<b>overwhelmingly</b> 156:25	253:6 255:8,25 256:1 266:9	<b>percentages</b> 189:5
	<b>owner</b> 144:22,24 145:5 191:14,15	<b>particular</b> 140:13 178:24 186:10	<b>perfect</b> 251:2,3
	<b>owns</b> 227:24	192:21 206:20	<b>perform</b> 142:14 155:9
	<b>p</b>	229:1 235:1 236:8 239:4 254:2	<b>performance</b> 154:5,6,7,10 155:16 163:11
	<b>p.m.</b> 260:16	<b>particularly</b> 147:6 199:5 253:15	<b>performer</b> 154:13
	<b>package</b> 237:11,13	<b>parties</b> 249:24 250:2,5	<b>performing</b> 222:22
	<b>page</b> 112:20 171:23 173:7,8	<b>partner</b> 167:18	<b>period</b> 123:5,6 185:3,20
	178:24 179:4,4,18 180:2 185:24	<b>partnership</b> 164:12	<b>permission</b> 226:2 227:3,8,11,12
	188:6 214:13 221:14,22 222:9		<b>permitted</b> 149:3 226:18
	249:13,20 250:11		

<b>person</b> 117:13 118:15 119:24 121:11,15 128:16 132:25 133:3,5 213:12 216:1 229:11	<b>physical</b> 122:10 <b>pick</b> 114:10,12 139:21 <b>picking</b> 179:20 <b>picture</b> 126:25 <b>piece</b> 128:4 <b>place</b> 114:3 159:5 179:12 184:13 187:4 202:2 216:3 220:17 256:18 262:19	260:12 264:11,11 <b>plus</b> 158:15 <b>point</b> 118:23,23 121:25 123:2 159:25 163:15 173:3 193:13,23 193:25 232:13,15 235:1 237:14 238:6,7 241:20 <b>pointing</b> 180:4 <b>points</b> 134:21,24 158:15 199:10,12 199:17 200:7,10 216:13 231:19	<b>postsecondary</b> 234:3,10 <b>potential</b> 115:21 123:24,24 174:12 175:14 180:15,20 218:3 238:22 <b>practicality</b> 219:20 <b>practice</b> 200:3 <b>practices</b> 158:18 200:25 201:3 202:2 254:5 <b>precipitated</b> 164:20 <b>precise</b> 138:13 <b>predated</b> 245:15 <b>prefer</b> 257:14 <b>preparation</b> 222:7 <b>prepare</b> 148:17 162:18 173:21 178:10,11,12 182:13 187:22 196:18,20 212:17 <b>prepared</b> 121:24 137:17,22 148:15 148:16,16 149:4 188:11 196:15 212:11 245:20 247:12,16 253:11 254:16 <b>preparing</b> 185:9 244:14 <b>presence</b> 262:14 <b>present</b> 110:15 159:17 164:16 166:21 170:17 213:11 <b>presented</b> 166:14 <b>pretend</b> 145:9 <b>pretty</b> 122:7 128:8 128:8,10 149:9
<b>person's</b> 140:11			
<b>personal</b> 135:18 158:19 241:3 256:25			
<b>personally</b> 265:11 266:15			
<b>personnel</b> 157:23 158:4,6,8 159:1,18 159:21 160:6,8,9 163:22 181:6,17 181:25 182:2,4,5,9 182:11,12 213:21 214:5,9			
<b>perspective</b> 236:5	<b>placed</b> 136:2		
<b>pertain</b> 181:7 196:7 251:15	<b>placeholder</b> 112:14 186:21		
<b>pertaining</b> 131:17 181:15 212:8 217:14	<b>plains</b> 206:18		
<b>peterson</b> 109:13 111:6 113:2 114:1 114:6,8,16 162:9 173:9 179:7 181:20 215:3 222:4 231:8 243:4 258:12 260:7 262:10 264:8 265:4,9 266:4,13 267:20	<b>plaintiff</b> 109:5		
<b>ph</b> 218:12	<b>plaintiffs</b> 110:2		
<b>ph.d</b> 220:19	<b>plan</b> 143:17 224:9 249:25		
<b>phone</b> 131:20 133:20 166:23,25 167:4 213:11 264:3	<b>planning</b> 125:9 149:12,23		
	<b>plans</b> 135:14,19,20 205:21,22		
	<b>platform</b> 115:22 123:1 129:14		
	131:8 132:2,25 134:9,10		
	<b>play</b> 182:21 256:8 256:10		
	<b>player</b> 129:22,23 130:22 156:25		
	157:1 168:12,13 183:2		
	<b>players</b> 120:20 182:25		
	<b>playing</b> 228:25		
	<b>plaza</b> 109:20 110:11		
	<b>please</b> 158:10 190:5 215:23 253:21 258:11		
	<b>possible</b> 117:25 125:20 244:10		
	<b>post</b> 234:5		
	<b>postings</b> 229:6		

[pretty - purchase]

Page 24

172:18 204:7 210:4 <b>prevent</b> 180:9,13 <b>prevented</b> 180:18 <b>preventing</b> 180:24 <b>previous</b> 114:2 175:23 192:24 232:25 <b>previously</b> 112:3,8 113:1,3,5 114:1 135:2 161:10 177:21 224:17 243:2 244:20 246:18 <b>price</b> 116:3 231:17 231:19 232:4,20 234:10,22 236:8 236:13,14 237:1,2 237:6,10 238:6,7 238:18 241:20 249:16 250:11,13 250:14,22 251:1 254:8,10 <b>priced</b> 232:24 237:13 <b>pricey</b> 172:18 <b>pricing</b> 112:21,22 230:8,17,20,23,24 231:3,6,10,21,23 232:1,3,7,19,22 233:3,10,23 234:1 234:16,18,22 235:1,11,11 236:6 239:3,7,15,19,25 240:3 242:2,3,7,8 242:19 243:19,23 243:25 244:5,10 244:14 250:16,16 <b>primary</b> 131:8 144:15 227:23 235:14 255:11	<b>prior</b> 116:8 135:1 166:24 167:2 172:24 200:21 201:12 212:7 214:5 215:24 225:15,18 227:19 228:3,21 238:16 256:12 <b>priorities</b> 228:8 <b>prioritized</b> 119:10 145:8 <b>priority</b> 133:9 148:4 <b>private</b> 235:4 <b>probably</b> 198:14 207:18 220:24 239:11 <b>problem</b> 132:24 159:12 168:8,8 172:4 256:1 <b>procedure</b> 261:8 265:5 266:5 <b>procedures</b> 113:4 113:6 144:19 200:17,19,22 201:3 244:22 245:7,15 246:3,14 246:20 247:7,22 248:5,9,14,20 249:8 250:12,21 250:25 251:8,13 251:15,16,19 252:12,23 253:2 <b>process</b> 124:13 125:9 156:15,17 216:13 238:5 <b>processes</b> 248:7,8 248:10,11 <b>procure</b> 202:22 <b>produce</b> 147:17	<b>produced</b> 177:13 184:11,12 186:6 194:25 195:1 204:24 <b>product</b> 116:5,10 116:16 117:12 119:5,6 120:3 142:2 223:8 227:15,16,19,22 228:4,5 231:18 236:8 <b>production</b> 177:19 184:14 196:16 264:15,17,22 <b>productive</b> 248:10 <b>productivity</b> 140:7 141:14 248:12 <b>products</b> 254:9 <b>professional</b> 142:1 <b>professionalism</b> 138:22 <b>professor</b> 220:20 <b>proficient</b> 143:4 <b>profit</b> 124:21 136:7,12 <b>profitability</b> 136:5 <b>profits</b> 137:2 <b>program</b> 127:8,10 127:21 <b>programs</b> 133:10 <b>prohibited</b> 182:9 <b>promotion</b> 121:2 <b>proper</b> 241:23 <b>properly</b> 189:2 202:6 219:6 <b>propose</b> 258:25 259:2,3 <b>proposed</b> 211:15 259:4	<b>proposition</b> 229:23 230:15 <b>prospect</b> 115:21 121:8 222:25 224:3 <b>prospected</b> 202:2 223:2 224:16 <b>prospecting</b> 121:14 216:2,12 223:3,24 241:17 <b>prospective</b> 123:4 128:21 129:7,25 130:19 131:11 218:23 <b>prospects</b> 125:3 159:14 217:12 223:3 <b>protecting</b> 256:18 <b>prove</b> 117:12 <b>provide</b> 129:1 146:22 258:22 <b>provided</b> 147:4,10 150:24 165:20 172:21 176:7,15 212:21 215:14 <b>providing</b> 164:25 <b>provision</b> 180:8 <b>public</b> 109:24 116:17 138:15,17 139:6 148:18 262:7 263:14 265:10,18 266:15 266:23 267:23 <b>pull</b> 161:8 177:18 208:2 <b>pulled</b> 149:22 <b>punishment</b> 163:18 <b>purchase</b> 129:19 237:14
--	---	--	---

[purchased - referenced]

Page 25

<b>purchased</b> 176:19 237:11	225:24 226:20 229:9 232:17	<b>reached</b> 163:15 <b>reaching</b> 185:8 <b>read</b> 173:12 222:14 233:17 260:14 265:5,6,12 266:5,6,17	260:5 <b>reclassifying</b> 153:24
<b>purposes</b> 166:7 171:2 184:1,8 186:22 195:14 221:23 244:23	233:25 234:14 238:24 249:2,23 252:25 253:20 259:7	<b>reading</b> 264:19 <b>ready</b> 118:21 119:18,22 123:7 184:21 206:15 245:1 247:2 255:15	171:6 179:6 184:24 187:17 195:24 233:15,17 243:7 245:3 246:4 247:3
<b>pursuant</b> 261:3,7	<b>questions</b> 127:17	<b>real</b> 153:11 156:18 162:22	<b>recollection</b> 225:5 227:2
<b>pursued</b> 145:11	133:23 134:7	<b>reality</b> 251:5	<b>recommend</b> 238:19
<b>pushed</b> 185:10,12 228:18,22	197:2 215:4 260:8 260:11	<b>realize</b> 169:2	<b>recommendation</b> 259:19
<b>put</b> 115:5 127:7 129:14 131:11 144:13 157:19 158:15 162:13 179:12 183:20 185:6 188:17 197:6 200:12 231:10 242:3 257:18,23 258:4 259:17	<b>quickbook</b> 194:24 <b>quickbooks</b> 208:4 <b>quickly</b> 128:8,11 <b>quo</b> 130:23 175:20 <b>quota</b> 154:18 155:18 <b>quotas</b> 219:22 220:1 <b>quote</b> 222:21 <b>quoted</b> 233:2	<b>really</b> 158:2 164:19 179:4 182:1 190:18 199:9	<b>recommended</b> 225:6
<b>q</b>		<b>reason</b> 175:16 209:2 219:25 238:17 264:14 266:8 267:3	<b>record</b> 139:4 162:3 178:19,22 186:15 191:4 229:4 253:21 254:8 266:9
<b>qualified</b> 262:9	<b>r</b> 112:6 170:21,24 181:14 191:17	<b>reasonable</b> 115:23 124:5,8,17 125:18	<b>recorded</b> 185:11 200:16 228:24
<b>quarter</b> 134:21,21 199:10	<b>r.p.r.</b> 263:13	<b>reasons</b> 136:5 226:24 256:23	<b>recording</b> 229:3,4
<b>quarterly</b> 116:4 135:3	<b>radius</b> 232:9	<b>recall</b> 160:25 167:10 203:10 204:17,21 215:18	<b>records</b> 194:17,22 194:24 195:1
<b>question</b> 120:7,21 121:15,16 122:15 123:18,20 124:10 126:1 128:24 131:16 136:14 137:6 139:3 142:16 143:14 145:19 146:15 148:8 150:20 165:12,23 175:6 181:9 188:25 191:20 192:7,25 198:25 200:2,3,3 204:20 209:7 212:15 214:2	<b>raise</b> 166:20 167:13 209:18 <b>raising</b> 212:5 <b>ran</b> 128:14 <b>range</b> 138:7 219:11 <b>rate</b> 125:21 155:6 155:13 172:19 206:23,24 207:14 237:5 <b>rates</b> 128:1 155:8 155:9 215:13,18 216:14 <b>ratio</b> 154:24 <b>reach</b> 121:12 167:3,6	<b>receipt</b> 264:18 <b>receive</b> 193:6 <b>received</b> 165:16 193:2 194:5 <b>recess</b> 143:25 186:17 214:22	<b>recruit</b> 151:5 <b>recruiting</b> 151:19 <b>red</b> 208:16 <b>reduce</b> 248:11,12 249:8 <b>reduced</b> 262:13 <b>reducing</b> 204:12 <b>refer</b> 169:11 193:5 234:4 <b>reference</b> 162:16 163:2,5,17 175:25 264:7 265:2 266:2
<b>purchased</b> 176:19 237:11	225:24 226:20 229:9 232:17	<b>reached</b> 163:15 <b>reaching</b> 185:8 <b>read</b> 173:12 222:14 233:17 260:14 265:5,6,12 266:5,6,17	260:5 <b>reclassifying</b> 153:24
<b>purposes</b> 166:7 171:2 184:1,8 186:22 195:14 221:23 244:23	233:25 234:14 238:24 249:2,23 252:25 253:20 259:7	<b>reading</b> 264:19 <b>ready</b> 118:21 119:18,22 123:7 184:21 206:15 245:1 247:2 255:15	171:6 179:6 184:24 187:17 195:24 233:15,17 243:7 245:3 246:4 247:3
<b>pursuant</b> 261:3,7	<b>questions</b> 127:17	<b>real</b> 153:11 156:18 162:22	<b>recollection</b> 225:5 227:2
<b>pursued</b> 145:11	133:23 134:7	<b>reality</b> 251:5	<b>recommend</b> 238:19
<b>pushed</b> 185:10,12 228:18,22	197:2 215:4 260:8 260:11	<b>realize</b> 169:2	<b>recommendation</b> 259:19
<b>put</b> 115:5 127:7 129:14 131:11 144:13 157:19 158:15 162:13 179:12 183:20 185:6 188:17 197:6 200:12 231:10 242:3 257:18,23 258:4 259:17	<b>quickbook</b> 194:24 <b>quickbooks</b> 208:4 <b>quickly</b> 128:8,11 <b>quo</b> 130:23 175:20 <b>quota</b> 154:18 155:18 <b>quotas</b> 219:22 220:1 <b>quote</b> 222:21 <b>quoted</b> 233:2	<b>really</b> 158:2 164:19 179:4 182:1 190:18 199:9	<b>recommended</b> 225:6
<b>q</b>		<b>reason</b> 175:16 209:2 219:25 238:17 264:14 266:8 267:3	<b>record</b> 139:4 162:3 178:19,22 186:15 191:4 229:4 253:21 254:8 266:9
<b>qualified</b> 262:9	<b>r</b> 112:6 170:21,24 181:14 191:17	<b>reasonable</b> 115:23 124:5,8,17 125:18	<b>recorded</b> 185:11 200:16 228:24
<b>quarter</b> 134:21,21 199:10	<b>r.p.r.</b> 263:13	<b>reasons</b> 136:5 226:24 256:23	<b>recording</b> 229:3,4
<b>quarterly</b> 116:4 135:3	<b>radius</b> 232:9	<b>recall</b> 160:25 167:10 203:10 204:17,21 215:18	<b>records</b> 194:17,22 194:24 195:1
<b>question</b> 120:7,21 121:15,16 122:15 123:18,20 124:10 126:1 128:24 131:16 136:14 137:6 139:3 142:16 143:14 145:19 146:15 148:8 150:20 165:12,23 175:6 181:9 188:25 191:20 192:7,25 198:25 200:2,3,3 204:20 209:7 212:15 214:2	<b>raise</b> 166:20 167:13 209:18 <b>raising</b> 212:5 <b>ran</b> 128:14 <b>range</b> 138:7 219:11 <b>rate</b> 125:21 155:6 155:13 172:19 206:23,24 207:14 237:5 <b>rates</b> 128:1 155:8 155:9 215:13,18 216:14 <b>ratio</b> 154:24 <b>reach</b> 121:12 167:3,6	<b>receipt</b> 264:18 <b>receive</b> 193:6 <b>received</b> 165:16 193:2 194:5 <b>recess</b> 143:25 186:17 214:22	<b>recruit</b> 151:5 <b>recruiting</b> 151:19 <b>red</b> 208:16 <b>reduce</b> 248:11,12 249:8 <b>reduced</b> 262:13 <b>reducing</b> 204:12 <b>refer</b> 169:11 193:5 234:4 <b>reference</b> 162:16 163:2,5,17 175:25 264:7 265:2 266:2

**[references - result]**

Page 26

<b>references</b> 175:21	<b>relied</b> 119:7,9	151:1 171:11,25	<b>requirements</b>
<b>referencing</b> 176:9	<b>remaining</b> 207:5	172:6 183:24	131:6 132:1 134:2
<b>referring</b> 146:17	207:10,14 211:23	184:25 185:1,17	<b>rescinded</b> 168:1
162:9 179:22	<b>remains</b> 151:24	187:20,22,25	<b>research</b> 121:10
192:7 237:21	<b>remember</b> 120:25	196:2,10	<b>researching</b>
238:13 246:15	165:18 176:20	<b>reported</b> 202:7	252:12
<b>reflect</b> 133:23	185:16 211:9	<b>reporter</b> 111:16	<b>resign</b> 259:15
185:13 249:4,9	217:16 228:17	114:22 265:7	<b>respect</b> 121:6
<b>regarding</b> 114:2	231:12 240:25	<b>reporter's</b> 111:13	125:17 139:18
129:8 133:18	<b>remote</b> 109:12	262:1	145:16,21 148:1
144:19 149:11	<b>remotely</b> 114:3	<b>reporting</b> 126:23	155:9 160:13
153:13 178:12	<b>removed</b> 135:24	<b>reports</b> 172:9	175:4 181:16
182:15 213:9,20	<b>renew</b> 134:22	<b>represent</b> 177:16	215:7 217:17
225:20 241:4,12	200:1	187:1 190:21	227:15 250:12,22
251:16 256:13	<b>renewal</b> 116:3,8	191:1,7 192:11	251:1 256:23
258:4 259:14	133:2 134:17,20	221:12 249:4	258:19
261:2,11	135:1 155:8,9,13	<b>representative</b>	<b>respond</b> 159:9
<b>regardless</b> 237:22	190:7,10,15,22	115:11,15 151:12	247:24
<b>regards</b> 157:4	191:9,10 192:2,4	154:4 157:4	<b>response</b> 172:18
<b>region</b> 131:21	195:22 199:13,14	160:19 161:24	198:21,23 222:15
235:14,25 236:1,1	199:24,24,24,24	183:17 208:25	<b>responses</b> 112:18
238:7	199:24 202:17	213:20 218:21	221:12,20 222:7
<b>regional</b> 116:2	<b>renewals</b> 199:8	225:21	<b>responsibilities</b>
232:10	<b>renewed</b> 116:11	<b>representing</b>	148:1
<b>registration</b> 117:1	191:12	138:20	<b>responsibility</b>
<b>regularly</b> 222:21	<b>renewing</b> 190:8	<b>represents</b> 190:11	170:2 195:21
223:15 229:14	<b>rental</b> 159:6	<b>reputation</b> 140:20	227:23
<b>reimbursable</b>	<b>repair</b> 170:4	<b>request</b> 164:24	<b>responsible</b>
171:11	<b>repaired</b> 164:19	266:9,11	121:20 122:3
<b>reimburse</b> 176:18	<b>repeat</b> 123:18	<b>requested</b> 147:13	128:6 145:7
<b>reimbursement</b>	138:2	261:1,7,11	154:16 158:24
158:12	<b>rephrase</b> 133:16	<b>requests</b> 162:23	173:20 244:13
<b>related</b> 160:20	175:12 182:16	228:12	249:24 250:1,5
163:25 171:10	191:3 194:9 198:6	<b>required</b> 131:10	251:19
230:14	201:10 207:12	131:15 147:16,21	<b>restate</b> 181:9
<b>relates</b> 164:6	224:6 225:19	174:8 199:13	194:19 198:25
<b>relationship</b>	230:6 231:9	250:21,25 251:7	<b>restaurant</b> 174:19
164:14,18	232:18 248:1	264:25	179:21 180:21
<b>relative</b> 263:2	250:19 251:14	<b>requirement</b>	181:1
<b>release</b> 128:6	<b>report</b> 112:10	129:15 131:2	<b>result</b> 164:18
	132:9,10,15,20,21	147:24	253:3

[resulting - scaled]

Page 27

<b>resulting</b> 159:7	<b>rick</b> 119:6,25	<b>roof</b> 158:17	219:21 220:22,25
<b>retained</b> 111:16	171:9 173:9	<b>room</b> 138:20	221:3,6 224:10,11
<b>retaining</b> 135:17	197:24 204:4	142:6,8 172:25	229:6 243:14,19
228:3	206:22 225:25	174:25	243:22 245:8
<b>return</b> 117:25	226:22 229:19	<b>rooms</b> 174:25	248:6 249:5 250:9
<b>returned</b> 264:18	230:2 235:7 238:9	<b>rough</b> 260:12	250:17 252:5
<b>revenue</b> 155:19,22	238:19 255:15	261:14	255:21 256:18,21
164:14	257:13	<b>routine</b> 150:3	<b>salesforce</b> 131:7,8
<b>review</b> 164:10	<b>right</b> 121:1,14	<b>row</b> 187:8,10	131:12,15,19
166:15 172:9	124:2 127:24	189:3 192:1,2	189:23 202:6
181:18 185:12	130:6 133:3,5	193:9 195:23	208:5 216:9
188:24 196:23	146:14,22 151:8	197:3,4,14 203:12	218:11 219:6
210:21 212:20	168:17 169:23	203:18 206:12,13	229:6 241:14
214:5,8 215:9	170:11 172:5	206:20 234:20	254:4
222:17 261:2,7	177:9 186:3,7,11	<b>rows</b> 196:14	<b>salesperson</b> 119:2
264:12 265:1	188:20 191:3,5	206:14 234:19	119:12,17,18
266:1	199:8 205:25	<b>rpr</b> 109:24 262:7	<b>sat</b> 157:17
<b>reviewed</b> 114:24	210:15 216:17	<b>rules</b> 192:19 261:3	<b>satisfaction</b> 116:8
115:2 156:3	220:22 225:1	261:8 265:5 266:5	116:9 134:2,6,9
185:10	228:22 238:22	<b>s</b> 113:3 152:16	144:16 156:6,11
<b>reviewing</b> 171:4	247:23 251:17	244:17,21 247:14	156:19,20 192:9
176:13 180:2	253:9 254:19	247:16,21 248:2,3	<b>satisfied</b> 130:22
184:20 187:7	256:6	248:9,21,22,24	<b>satisfies</b> 129:15
188:9 195:17	<b>rights</b> 128:21	253:10 264:15	<b>savage</b> 175:23
206:16 222:2,16	<b>risk</b> 140:21	266:8,8 267:3	181:19
233:14 244:25	<b>rl</b> 189:17 191:15	<b>saas</b> 254:9	<b>saw</b> 211:7
247:1 249:19	<b>road</b> 118:8 119:10	<b>salary</b> 153:1	<b>saying</b> 130:12
251:12	134:11 143:9,11	209:19	137:10 152:15
<b>rewarded</b> 143:4,6	143:12,17 144:4,7	<b>sale</b> 135:1 155:22	169:14
<b>rfp</b> 204:9,10,13	144:13,15,19,23	<b>sales</b> 112:11	<b>says</b> 169:10,25
<b>richard</b> 109:8	144:24 145:5,7,8	116:10,14 118:15	171:24 189:17
110:16 112:9,11	145:11,14 148:4,4	135:11 136:1	190:13,15,18
112:18 183:24	210:5 227:24	150:18 154:6,10	191:13,20,22
184:6 191:18	228:8 229:6	154:13,16 155:16	192:6,12,25
221:20 264:6	<b>rob</b> 205:10	155:18 184:6	197:24 223:19
265:3 266:3	<b>robert</b> 215:25	202:9,14 203:3	229:14 234:8
<b>richmond</b> 109:3	<b>role</b> 151:21 182:24	205:18 209:13,14	237:1,10 243:18
109:21 110:12	197:23 205:17	209:17 211:3,10	249:16
135:11 151:19	258:19	211:22 216:5,11	<b>scale</b> 227:5
166:25	<b>ron</b> 170:10	217:22,25 219:18	<b>scaled</b> 137:5

[scanned - siegmund]

Page 28

<b>scanned</b>	186:4 234:21	196:14 197:3,10 203:13,17 206:24	199:16 200:6 220:5
<b>science</b>	122:7,10 122:11	208:16 210:23 211:2 223:18	<b>sensitive</b> 257:25 <b>sent</b> 127:22 168:1 173:8 192:6,11
<b>scott</b>	236:10,12	228:17 229:16	204:17,19,21
<b>scratch</b>	147:8	233:19 236:18	210:1 218:22
<b>screen</b>	115:6 122:24 151:9 154:3 172:3 254:15	241:14 246:14 251:21 254:15 255:20	221:15 <b>separate</b> 176:4 177:1 254:7 258:23
<b>scroll</b>	115:8 171:17 173:6 176:8,11,12 184:17,18 187:12 206:21 222:10 246:13 247:15 253:17	164:23 186:11 196:9	<b>separation</b> 160:9 <b>september</b> 112:16 195:13 196:4
<b>sea</b>	121:4 224:24 226:13,14,16,17 226:24 255:13 258:8,9,21 259:5	<b>seek</b> 189:1 238:15 240:12,16	<b>series</b> 218:1 <b>services</b> 127:4 142:1 151:20
<b>seal</b>	263:6 265:15 266:21	<b>selected</b> 117:21 <b>selecting</b> 148:12 252:13 253:6	<b>set</b> 115:21 124:16 130:20 202:3 228:8 230:17
		<b>selection</b> 251:20 253:5	239:2 241:14,15 242:12 248:8 251:8 263:5
<b>seats</b>	235:22	<b>sell</b> 118:20 141:24	<b>sets</b> 141:15 250:12
<b>second</b>	115:8 143:12 151:7 178:19 213:18 225:4 232:8	<b>selling</b> 235:24 <b>send</b> 116:7 156:18 221:15	<b>setting</b> 121:20,21 121:23 125:8 148:15
<b>secondary</b>	234:5	<b>senior</b> 115:13 116:20 117:18,21	<b>shape</b> 140:11 <b>shaping</b> 140:10
<b>secret</b>	133:2	117:23 118:2,4,10 119:3,13,19,25	<b>share</b> 135:19 151:9 154:3
<b>section</b>	161:5 179:19 189:3 236:17 249:16,18 251:8	120:11,15,23 121:3 139:12,13 139:18,25 140:2 140:15,20,23	<b>shared</b> 122:24 <b>sharing</b> 254:14 <b>sharon</b> 165:24
<b>see</b>	134:12 135:13 142:6 169:3 172:19 174:19 175:2 179:15,19 180:11 182:1,8 183:2,3,4 186:3,13 187:12 189:19	141:5 143:7 145:21 146:2,3,20 147:3,25 148:6,9 148:22 149:1,7 150:7,15 155:5,17 156:12 172:10 180:14,19 189:1	166:23 173:5 196:21 207:2,18 210:10,18 231:7 258:13 259:20 <b>sheet</b> 181:4 221:16 243:19,23 264:13 266:7,10,18 267:1
<b>shelly</b>	221:1		
<b>shelly's</b>	220:15,18		
<b>shmura</b>	199:19		
<b>shop</b>	133:6,8 170:12		
<b>short</b>	143:25 144:4 153:8,10,11 183:9 186:17 214:14,16 214:22 259:25 260:5		
<b>shot</b>	212:4		
<b>show</b>	151:9,9 154:3 161:7 166:1 170:20 177:17		
<b>showing</b>	221:25		
<b>shown</b>	161:12 177:23 243:5 244:22 246:21 264:16		
<b>shows</b>	197:14,17 254:9		
<b>shrink</b>	185:25		
<b>shuai</b>	258:13		
<b>side</b>	191:3,5 249:10		
<b>sides</b>	256:10		
<b>siegmund</b>	110:10 114:15 123:16 125:24 128:23		
	143:14 161:19,22 163:12 164:2 165:22 172:2 175:5 178:6,18,24 181:10 183:12 184:12 187:11 212:12 213:23		

[siegmund - start]

Page 29

214:15,19 225:23 226:19 229:8 238:23 247:2 252:24 259:6 260:1,11,14 261:14 264:5 <b>sign</b> 115:1 169:1 210:6,9,13,15 212:8,10 218:15 218:21,22 237:14 <b>signature</b> 115:2 169:4 202:15,22 212:25 218:20 222:11 261:5 263:12 264:14 <b>signed</b> 114:21 165:2 176:1 198:18 199:17,18 210:1,18 211:5 213:2 218:11,18 265:13 266:18 <b>significant</b> 222:21 223:20 229:14 <b>signing</b> 125:22 165:20 264:19 <b>similar</b> 215:3 <b>simmons</b> 146:16 149:19 165:24 166:23 196:21 210:10,15 231:7 252:7 258:13 <b>simple</b> 156:18 <b>simply</b> 162:15 <b>sincere</b> 167:14 <b>sincerely</b> 264:21 <b>single</b> 237:4 <b>sir</b> 264:10 <b>sit</b> 137:14 139:10 230:24 242:11 <b>site</b> 126:15,17,17	<b>sits</b> 231:6 <b>sitting</b> 123:11 161:23 <b>situation</b> 119:20 132:13 140:12 151:22 164:4 166:17,19 169:10 204:5 210:18 211:21 257:18,23 <b>situations</b> 195:19 <b>six</b> 118:18,18 123:5,8 204:3 <b>skill</b> 141:15 <b>skills</b> 139:15 <b>slait</b> 151:19,24 152:1 153:5,13,20 <b>slait's</b> 151:23 <b>slide</b> 199:11 <b>sloppy</b> 158:25 254:5 <b>sm</b> 252:5 <b>small</b> 133:7 170:12 185:25 233:18 235:8 239:11 <b>smaller</b> 120:3 <b>sober</b> 174:1 <b>social</b> 114:4 122:7 122:10 <b>software</b> 118:13 118:15 <b>sold</b> 118:13,13 <b>solicitation</b> 161:1 <b>solution</b> 206:18 <b>solutions</b> 208:14 264:1 267:1 <b>somebody</b> 118:17 210:16 212:5 <b>somebody's</b> 208:18	<b>somewhat</b> 206:19 <b>soon</b> 125:20 <b>sophisticated</b> 118:22 122:7 <b>sophistication</b> 131:1 <b>sorry</b> 117:7 120:19 123:14,18 137:23 142:6 145:1,23 146:2 147:3 165:9 169:19 174:20 181:8,11 191:14 192:19 193:12 194:14,19,21 202:19 224:12,22 228:18 230:2,6,25 232:17 245:11 248:24 255:18 <b>sort</b> 115:8 <b>sought</b> 172:25 <b>sound</b> 215:2 <b>sounds</b> 254:11 <b>source</b> 208:3 <b>south</b> 206:18 <b>space</b> 159:14 <b>speak</b> 130:14,15 147:14 160:16,19 185:4 208:25 <b>speaking</b> 119:11 119:15 138:20 <b>specialist</b> 220:23 <b>specific</b> 117:17 125:8 137:15,20 138:24 139:5 147:7,17 165:16 185:5,6 201:19 217:21,24 225:5 256:3 <b>specifically</b> 145:16 228:4	<b>specified</b> 262:20 <b>speed</b> 178:25 <b>spell</b> 152:14 <b>spend</b> 137:12 <b>spending</b> 129:19 226:7 <b>spent</b> 166:17 <b>spirit</b> 140:9 201:4 249:9 <b>split</b> 197:25 198:7 198:11 <b>splitting</b> 198:1 <b>spoke</b> 114:23 <b>sports</b> 182:21 <b>spreadsheet</b> 112:15 184:13 186:6,10 188:11 188:14 195:9,12 195:24 197:2 207:25 208:1,3 <b>ss</b> 252:7 262:4 <b>staff</b> 202:12 <b>stale</b> 148:21 <b>stand</b> 191:17 192:14 <b>standard</b> 113:4,6 144:18 199:15 200:3,4,16,18,22 201:2 244:21 245:7,14 246:2,14 246:19 247:6,22 <b>standards</b> 175:19 <b>stands</b> 252:3 <b>start</b> 116:14 158:7 158:8 188:16 201:1 224:7 233:7
---	---	---	--

[start - take]

Page 30

238:3,8,9	251:20	<b>submitting</b> 171:24 172:6	220:16 227:18 229:5 242:5
<b>started</b> 114:16 142:19 194:7 201:9,16 215:8,12 215:22 216:21,24 217:20 218:6,10 230:1,18 231:14 231:16	<b>stephanie</b> 257:6,7 257:13	<b>subscribed</b> 265:10 266:14 267:21	253:18 260:1
<b>starts</b> 216:11	<b>steps</b> 134:20 135:24	<b>substance</b> 222:15 241:6,8,11 256:16 256:19	<b>surprised</b> 134:23
<b>state</b> 127:22,23 128:2,4 235:3 236:2 262:3,8 263:15 265:10 266:15	<b>stick</b> 248:22,22 249:20	<b>substantial</b> 223:19 229:15	<b>surrounding</b> 209:9 248:17
<b>stated</b> 154:9 181:2 224:17 255:14	<b>stipulation</b> 114:2	<b>substantially</b> 183:9	<b>survey</b> 116:8 134:3,6 156:6,11 156:14 192:6,7,9 192:11
<b>statement</b> 167:5 251:4 265:13,14 266:19,19	<b>stood</b> 177:6	<b>successfully</b> 123:9	<b>surveys</b> 144:16 156:20,20
<b>statements</b> 157:16	<b>stop</b> 121:21 160:11 164:21 180:10 254:14	<b>suggestion</b> 147:9 147:10,22	<b>survive</b> 221:5
<b>states</b> 109:1 206:21 223:1,25 235:20	<b>strategically</b> 135:14	<b>suggestions</b> 146:5 146:21 181:21	<b>sustainable</b> 212:4
<b>statistician</b> 202:5	<b>stream</b> 129:14	<b>suit</b> 180:23	<b>switch</b> 151:8 248:3
<b>status</b> 130:23 131:21,22 153:13 175:20 203:9 215:14	<b>street</b> 109:20 110:11	<b>suite</b> 264:2	<b>sworn</b> 114:1 262:10 265:10,13 266:14,18 267:21
<b>ste</b> 110:4	<b>string</b> 171:12	<b>summits</b> 135:11	<b>system</b> 249:8
<b>steele</b> 120:14 243:10	<b>strongly</b> 255:21	<b>super</b> 133:25	<b>t</b>
<b>steigmann</b> 158:23 171:13,14,16,25 172:6 173:11 181:23 185:7,11 188:12,16 189:11	<b>structure</b> 209:22 210:2 211:3,11,14 211:22 212:3	<b>superior</b> 110:4 264:1	<b>t</b> 113:5 152:16 246:12,19 248:21 253:9,13
<b>steigmann's</b> 172:12	<b>structures</b> 211:25	<b>supervisor</b> 160:16 171:22 176:24	<b>t's</b> 253:17
<b>stenotypy</b> 262:14	<b>stuck</b> 210:4	<b>supervisory</b> 197:23 205:17	<b>tab</b> 189:15 193:10 197:3 203:12 205:5 206:8,11 208:14,14
<b>step</b> 118:24 120:7 121:5 197:14	<b>subject</b> 128:14 250:3,4,6,8,9	<b>support</b> 137:4,10 139:19 149:10 236:14	<b>table</b> 247:25
	<b>sublicense</b> 229:20 229:21 230:7	<b>supporting</b> 202:12	<b>tabs</b> 188:2 196:5
	237:9,10,15,17	<b>suppose</b> 116:16	<b>take</b> 114:3 117:1 118:17 120:7 127:6 128:3
	240:25 241:12 242:1	<b>supposed</b> 170:9 177:1 231:17,17 256:6,8	135:21 143:15,19 143:20 147:21 149:18 155:20 160:7 161:21
	<b>sublicensee</b> 230:9 230:10,13 237:11	<b>sure</b> 122:16 138:17 146:10	166:10 170:1,21 170:21 176:25
	<b>sublicensees</b> 237:13	147:6 152:14 158:25 168:21	178:4,17 179:18
	<b>sublicensing</b> 244:4	188:15 197:8	183:9 185:23
	<b>submit</b> 158:12	199:12,13 214:15 217:7 220:11,15	

[take - three]

Page 31

187:6 189:14,19 192:3 195:16 197:14 199:14,22 205:16 206:13 209:13,16 214:11 214:14,15,20 233:16 235:11 237:1 238:25 242:24 246:13,24 249:18 255:24 256:22 257:7,10 259:5,25 <b>taken</b> 109:15,18 134:20 143:25 157:5 163:25 178:13 182:17 186:17 214:22 260:5 262:19 <b>takes</b> 118:17,18,18 139:17,18 140:6 142:4 257:13 <b>talent</b> 117:23 139:15 141:16 <b>talk</b> 130:19 136:23 143:11 174:7 228:1 <b>talked</b> 114:20 119:21 161:6 207:3,6 208:6,6,7 225:3 243:11 <b>talking</b> 119:4 129:1 177:25 207:21 208:13 229:13 230:7 237:15 244:5 253:4,5 <b>target</b> 212:6 <b>task</b> 122:13 <b>tasked</b> 252:12 <b>taught</b> 257:22	<b>taxpayer</b> 130:6 <b>team</b> 116:10,14 146:8,9,11,12,22 146:24 147:4,8,11 147:16,21 150:18 155:3,7 198:9 205:18 209:13,14 209:17 211:10 216:5 217:23,25 219:21 245:8 248:6 256:18,21 <b>tech</b> 118:16,21 159:25 160:1 162:21 164:11 166:14,20 169:11 170:1 <b>technical</b> 123:17 <b>technology</b> 115:22 121:12,13 122:25 129:14 133:9,10 144:10 216:6 245:10 <b>tell</b> 144:6,12 168:20 169:25 172:12 173:12,14 185:25 188:7 205:10 206:14 215:17,19 235:10 248:18 253:11 258:9 <b>telling</b> 141:16 <b>telsey</b> 218:12 <b>tenure</b> 139:14 141:17 153:4,9 154:11,15 158:1 182:18 207:17 224:15 <b>terminate</b> 209:1 255:9,12,13 <b>terminated</b> 209:5 209:6,21 213:6,12	254:23 258:14 259:13 <b>terminating</b> 213:14 <b>termination</b> 209:1 209:2,3,10 212:7 213:9 220:10 254:13,21 255:3 256:12,14 258:20 <b>terms</b> 116:3 117:3 120:1 127:4 134:8 135:15 137:11 138:21 199:2,25 209:11 212:6 249:11 <b>terrano</b> 144:25 145:2 <b>territory</b> 116:2 224:14,18 225:1 <b>test</b> 151:23 <b>tested</b> 223:9 <b>testified</b> 145:22,23 178:14 214:4 215:9 253:10 254:13,15 <b>testify</b> 115:11,15 151:12 154:5 157:4 178:12 182:15 183:17 262:11 <b>testing</b> 240:24 <b>testimony</b> 181:9 210:12 252:22 262:12,16 265:6,7 266:6,9,12 <b>testing</b> 152:6 <b>texas</b> 159:3 225:7 225:8,10 <b>thank</b> 142:10 198:6 260:8	<b>thanks</b> 171:5 <b>theory</b> 122:15 <b>thing</b> 169:23 200:10 215:19 234:19 <b>things</b> 116:15 117:18 134:11 137:11 141:2,2 158:22 168:13 200:23 227:25 232:5,6 253:1 <b>think</b> 114:10 116:13 120:6 127:16 128:25 130:11 133:14 137:7 139:11 141:20 144:3,5 145:19 146:13 153:16,20 155:25 160:2 162:22 163:14 164:15 165:24 169:25 171:23 172:2 177:15,25 182:10 203:7 204:10,23 213:18,23 214:1 214:12 215:8 225:3 232:2,8 234:14 242:18,23 246:4,11 252:19 253:10 255:14 256:3 <b>thinks</b> 146:14 <b>thirty</b> 264:18 <b>thought</b> 205:19 217:12 226:11 243:13 246:8 259:8 <b>three</b> 123:6,6,8 133:6,8 153:11 155:18 170:13
---	--	--	---

**[three - understand]**

Page 32

206:22 236:23 <b>threw</b> 164:13 <b>thursday</b> 114:18 213:24 <b>tied</b> 189:23 <b>time</b> 114:14 115:19,23 116:20 119:4 123:13 124:5,9,16,17 125:18,22 126:2,7 136:22 139:17 142:4 149:1 151:2 153:23 159:9 160:4 165:2 173:13 174:12,13 176:24 177:11 181:23 183:11 185:3,3,20 195:6 199:6 207:20 208:16 212:4 214:8 216:24 218:5,6,8,9,16,17 219:14,22,23 224:4,18 227:1 232:12,14,16 253:24 258:4,14 260:9 262:19 <b>timeline</b> 203:19 <b>times</b> 118:23 138:24 150:6,6 164:16 215:20 228:21,23 <b>timing</b> 194:1 <b>tired</b> 162:22 243:14 <b>title</b> 119:19 142:15 142:18 143:1,7 220:21 <b>titty</b> 159:22 <b>today</b> 124:15 132:12 137:14	139:11 196:24 202:24 214:3,4 257:13 <b>today's</b> 132:7 <b>told</b> 139:13 177:7 215:19 216:10 <b>tolerate</b> 157:1 <b>tool</b> 229:2 <b>tools</b> 236:17 237:1 238:2 240:11 <b>top</b> 154:13 171:20 179:14 190:13 234:4,7 249:16 <b>topic</b> 115:12,16 151:12 154:2 157:2 164:16 183:15,18 213:19 213:20 215:5 <b>topics</b> 115:11 151:8 183:8 208:22 215:2 <b>total</b> 216:11 <b>totally</b> 141:15 <b>touch</b> 134:21,24 199:10,12,17 200:7,9 <b>track</b> 133:22 154:6 155:16 195:22 213:25 <b>traditionally</b> 117:4 127:25 <b>training</b> 116:7 132:24 178:8 <b>transaction</b> 158:17 159:7 160:4 171:10 188:24 248:12 249:10 254:7 <b>transactions</b> 173:25	<b>transcribed</b> 262:15 265:7 <b>transcript</b> 111:1 260:13 261:2,7,10 261:12,13,15 264:11,12 265:5 265:12 266:5,11 266:17 <b>transcription</b> 262:16 <b>translates</b> 140:6,7 140:8 164:14 <b>transparent</b> 153:8 <b>transpired</b> 161:3 <b>travel</b> 116:17 117:4 135:5,7,8,9 135:10,22 136:11 137:12 158:13 251:11,16 252:18 253:2,4 <b>traveled</b> 166:15 <b>tried</b> 149:10 <b>true</b> 120:18 187:25 262:16 <b>trust</b> 141:1 <b>trusted</b> 241:18 <b>truth</b> 262:11,11,12 <b>try</b> 141:22 167:13 215:3 <b>trying</b> 136:22 138:13 234:15 236:3,4 259:14 <b>turn</b> 114:15 115:4 115:12 157:2 183:14 203:11 213:17 229:13 249:13 251:10 253:9 254:12 <b>turned</b> 213:5 217:1	<b>turning</b> 115:7 168:15 184:23 194:20 <b>two</b> 120:15 160:1 161:16 168:16,21 183:20 198:2,10 198:12 206:14 209:24 210:11,20 211:21 216:4 231:19 233:6 236:22,22 240:14 254:9 <b>type</b> 129:6 134:16 157:12 186:2 189:24 190:3,3 192:21 197:14 234:24 235:1 238:8 248:8 <b>types</b> 131:14 234:25 <b>typical</b> 233:23 <b>typically</b> 191:25 192:15 219:18 <b>u</b> <b>u.s.</b> 224:3,16 <b>uh</b> 197:12 <b>ultimately</b> 176:18 185:19 198:15 201:13,24 213:2 226:22 259:9 <b>unbeknownst</b> 209:25 <b>unbelievable</b> 204:2 <b>underlying</b> 122:12 <b>underneath</b> 169:6 192:14 236:16,25 <b>understand</b> 120:4 120:6 122:12,19 122:21 125:4 127:2,14,15
---	---	--	---

**[understand - warnings]**

Page 33

129:18 130:5 131:16,23 137:1 140:4,5 141:21 142:16 145:19 152:3 153:3 164:5 167:15 202:14 229:22 232:17 236:3,4 256:4 <b>understanding</b> 122:14 125:7 141:21 161:4 175:11 193:17 201:8 216:5 222:24 237:19	235:10,15 236:4,7 238:1 <b>usage</b> 132:22 <b>user</b> 121:12 134:8 234:24,25 235:1 238:8 <b>users</b> 133:25 <b>uses</b> 134:12 <b>usually</b> 192:3 210:19 <b>utilities</b> 235:16 <b>utility</b> 235:6,12,23 235:24	221:14 232:9,10 232:10,11 233:24 239:5,20,21 240:2 240:5 245:16,21 246:2 247:6,8,12 247:22 252:20 253:11,12,16,22 253:23 254:2 <b>versus</b> 197:20 <b>vertical</b> 147:7,14 147:17,22 <b>victor</b> 229:13 <b>video</b> 109:12 <b>videoconference</b> 110:1 <b>violated</b> 160:25 <b>virginia</b> 109:2 236:10 <b>visit</b> 135:23 <b>visits</b> 136:15 137:15 138:24 <b>visual</b> 127:5 <b>vital</b> 143:9 <b>voice</b> 226:23 <b>vol</b> 109:13 114:6 <b>vs</b> 109:6	153:7 155:24 157:2 158:3,5 159:19 169:13 173:25 176:11,12 179:2 183:9,10,12 185:4 187:10,12 188:6 199:1 203:11 206:12,21 208:22 209:16 214:13,15,16,18 215:20 217:5 219:8 221:9 222:13,19 229:13 235:18,18,19,20 235:21 236:7,11 238:4 240:17 242:24 244:2,17 247:16 251:10 253:9 254:12 256:23 257:18 258:10,23 260:8 <b>wanted</b> 114:18 116:25 148:12 169:14 170:4 182:8 199:25 205:23 209:12,13 209:18 226:22 240:6,9 <b>wanting</b> 158:13 <b>wants</b> 114:17 168:11 235:24 <b>warm</b> 218:1,25,25 219:9 220:8 <b>warning</b> 160:14 160:21,23 162:16 163:11 164:7 181:7 <b>warnings</b> 157:4,9 157:25 162:12 181:15 182:16
119:21 130:3 169:22 <b>undiscounted</b> 237:12 <b>unemployment</b> 127:25 <b>unethical</b> 252:18 <b>unfortunate</b> 130:5 130:6 <b>union</b> 141:23 <b>united</b> 109:1 223:1 223:25 <b>university</b> 235:5 <b>unnecessary</b> 255:23 <b>unpack</b> 142:17 <b>unpaid</b> 259:18 <b>unsigned</b> 218:2 <b>upfront</b> 198:19 199:7,23 200:5 <b>upsell</b> 254:6 <b>usage</b> 132:9,10,10 132:19 133:18 <b>use</b> 130:16 131:18 132:25 158:16 198:4,5 234:18,24	<b>v</b> <b>v</b> 112:17 221:10,11 221:18 222:1 229:12 264:6 265:3 266:3 <b>va</b> 109:21 110:12 <b>vacuum</b> 118:13,20 122:8 139:15 141:24 <b>valet</b> 159:6 <b>valuable</b> 120:1 <b>value</b> 164:16 190:25 191:6 229:23 230:15 <b>varied</b> 136:6,6 218:3 <b>varies</b> 124:15 219:10 <b>variety</b> 248:17 <b>verification</b> 112:20 221:14,16 221:22 <b>veritext</b> 264:1,7 267:1 <b>veritext.com.</b> 264:17 <b>version</b> 112:13 186:5,20 187:2,2	<b>w</b> <b>wait</b> 125:24 139:3 <b>waiting</b> 193:21 218:20 <b>waived</b> 264:19 <b>wake</b> 220:20 <b>walk</b> 115:18 121:5 130:8,10 157:25 174:24 189:18,19 234:2,16 <b>want</b> 114:10 115:4 115:11 121:5 129:21,22 130:15 130:16,21 131:3 141:20 151:8	

[waste - zoom]

Page 34

<b>waste</b>	248:11 249:8	206:2 252:9	<b>worked</b>	151:14 156:17 188:19 197:24 198:2,8,9 198:12 204:3 208:8 217:15 220:13 228:7	181:10 185:18 190:17 192:5 203:22 206:19 221:5 225:2 226:16 242:12 258:18
<b>watch</b>	200:20 220:16	<b>whereof</b>	263:5	<b>workforce</b>	127:1,2 127:19 128:15,22 129:8 130:25 150:3 206:17 208:14
<b>way</b>	116:7 134:10 142:17 144:12 149:10 158:22 160:20 164:6 176:12 181:2 186:14 215:5 257:22	<b>wife</b>	205:23	<b>working</b>	183:1 194:7 198:10 234:17 245:23
<b>ways</b>	144:14,17	<b>wiley</b>	257:6,7	<b>works</b>	220:20 239:24
<b>we've</b>	143:3	<b>willing</b>	136:11	<b>world</b>	118:16,21 251:2,3
<b>weakest</b>	156:5	<b>witness</b>	143:13,22 151:11 157:15 161:13 162:1 177:23 183:13 184:16 214:18 243:5 246:21 260:10 262:10,13 262:14,17 263:5 264:8,11 265:1,4 265:11 266:1,4,15	<b>wrench</b>	164:13
<b>wear</b>	120:4	<b>witness's</b>	261:2	<b>write</b>	146:4,21 168:25
<b>web</b>	159:25 160:1 162:21 164:11 166:14,19 169:10 170:1	<b>witnesses</b>	157:14 157:15,17	<b>writing</b>	157:12,19 200:12
<b>webtech</b>	170:11	<b>won</b>	124:7	<b>written</b>	120:8,11 150:21,24 151:3 157:8,22 181:5,15 204:12
<b>week</b>	115:9 136:17 139:13 148:20 152:19,23 161:6 202:1 219:17 243:12,14	<b>woods</b>	109:19 110:10	<b>wrong</b>	132:24 170:1 237:20
<b>weeks</b>	153:11	<b>word</b>	133:15 180:11 198:4,5	<b>wrote</b>	114:24 169:1 172:17
<b>welcome</b>	260:10	<b>worded</b>	209:7	<b>x</b>	
<b>went</b>	117:20 136:4 136:24 142:21 147:8 149:20 158:5 159:3,18 164:24 168:2 181:13 193:23 200:10 207:18 210:21 213:23 214:3 224:18 226:8 233:3 242:23 257:19	<b>words</b>	168:25 169:16,17,18,21 203:8 245:6	<b>xiaobing</b>	258:13
<b>west</b>	159:17 173:11 176:24 197:23 205:24,25	<b>work</b>	147:8 153:7 169:15 206:5 230:8 235:14 241:19 249:7	<b>y</b>	
				<b>yeah</b>	123:16 126:1 132:4,4,16,16 138:17 146:10 170:12 172:8 175:1,10 178:10
				<b>zip</b>	235:18 236:12
				<b>zoom</b>	110:17 124:1
				<b>z</b>	

Rules of Supreme Court of Virginia

Part Four - Pretrial Procedures

Depositions and Production at Trial

Rule 4.5

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed, the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 21 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion

to suppress under Rule 4:7(d)(4) the court holds that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

Thursday, August 31, 2017 at 1:51:52 PM Eastern Daylight Time

**Subject:** Re: EXPENSE REPORT for David in Cleveland and TAWB  
**Date:** Thursday, August 31, 2017 at 1:51:48 PM Eastern Daylight Time  
**From:** leslie.peterson@chmuraecon.com  
**To:** Rick Lombardo  
**CC:** Chris Chmura, Kyle West, Christine Stiegmann, Greg Chmura  
**Attachments:** image001.png, image002.png, image003.png, image004.png, image005.png

Rick,

"First thing" response: Had you submitted an accurate expense report, this explanation would not have been needed.

"Second thing" response: We are not interested in learning about your personal drinking habits. The point made is that our reputation and our approach to client management doesn't depend on alcohol purchases. We intend to not have our reputation ruined by one individual that believes this statement: "I fully respect all of ownerships policies but if I did not drink those 6 vodkas and buy those 9 beers this would have been a different conference."

"Third paragraph response: ownerships didn't haphazardly form this successful business which employs you and compensates you at a high level. The advice you are giving and the way you are giving it is adolescent. Again, you are not compensated to sit in bar in an uncomfortable suit and drink vodkas and buy beers.

"Fourth paragraph" response: Are you saying that without the alcohol effects, loose lips, etc. you can't 'open up' and get personal with clients?

"Fifth paragraph response": Sitting down with a few clients might not sit well with the hundreds of others ~~you~~ see you drinking without them in a bar.

WHD

Leslie Peterson

**From:** Rick Lombardo <rick.lombardo@chmuraecon.com>  
**Date:** Friday, August 25, 2017 at 4:54 PM  
**To:** Leslie Peterson <leslie.peterson@chmuraecon.com>  
**Cc:** Chris Chmura <chris.chmura@chmuraecon.com>, Kyle West <kyle.west@chmuraecon.com>, Christine Stiegmann <christine.stiegmann@chmuraecon.com>, Greg Chmura <greg.chmura@chmuraecon.com>  
**Subject:** RE: EXPENSE REPORT for David in Cleveland and TAWB

Hello,

The first thing I would like to address is the hotel and reiterate that I did not spend any extra time in Houston than I had to. I got in Tuesday morning/afternoon (August 1<sup>st</sup>) and attended the Networking Event that night (please see the attached meeting schedule). The following two days (Wednesday 2nd and Thursday 3rd) was the conference with the general session ending at 5:00 followed by a dinner that was put on by a sponsor. I left Houston the following morning (Friday the 4<sup>th</sup>) and came to the office straight from the airport.

The second thing I would like to address is the bar tabs. I would like to start off by stating that I am not a drinker. I drink maybe 5 times a year with my last drink prior to this conference being several months back. I never drank a full beer or glass of wine in my entire life and don't enjoy the taste of any alcohol hence the reason I was drinking bottom shelf vodka mixed with Sprite. I thought this is important to point out because I



don't want ownership/management to think I am drinking in the hotel bar at every conference I go to and trying to have the company cover my tab. This is not the case.

Now while I fully respect the ownership's capacity to put policies and procedures in place I do think it is important to provide feedback on how those same policies and procedures can potentially hurt the bottom line and the business. We are in a constant battle with EMSI to keep our current customers and bring on new ones. I spoke with my contact in Tampa last week who told me that Brian Shaw from EMSI calls her every week trying to get her to switch back to EMSI. She is not the only one either. We are working through this with Phoenix and probably many others soon. What I try to do to combat this is build relationships with my clients so that they would never want to leave me and in turn leave Chmura. I try and connect with them on a personal level and not just a business level. I remember people's birthdays, when they are closing on a new home, kid's names, etc. If you can connect with them on a personal level it is a lot harder for them to make the call that call to me that they are switching to our competitor (please see the email I attached I got the following week after the conference from a client who I sat down and had a drink with).

When I am having a drink with a client in the hotel bar that is exactly what I am doing. As you can see from my call report I was learning where my clients met their wives, what their kids do, where they live, what they do for vacation, how they come up with their investments, where they were at before their current position, what sports they like/don't like, and more. The conversations that you have with clients in that environment are worth 20 times the \$150 tab. To be 100% honest the last thing I want to do after being at my table/booth since 6:45 AM is stay in my suit and go sit at the hotel bar or go out drinking with clients. I am a homebody and would much rather grab a quick bite to eat and go relax in my hotel but feel/felt this is a necessary part of my job. Again, I fully respect all of ownership's policies but if I did not drink those 6 vodkas and buy those 9 beers this would have been a different conference.

In the future, this will not happen again if that is what ownership/management wants but do think it would be worth reevaluating this policy. We already have several thousand dollars wrapped up in a conference and to not take advantage of the opportunities to sit down with clients and prospects face to face and chat over a few drinks is a missing a very low-cost opportunity to deepen relationships with current clients and establish relationships with new ones.

Thank you for pointing out the parking from the hotel. I was able to call them and have them remove the charges. Please see my updated expense report without the parking and bar tabs.

Rick Lombardo  
Chmura Economics & Analytics  
1025 Huron Road East  
Cleveland, OH 44115  
[Rick.Lombardo@chmuraecon.com](mailto:Rick.Lombardo@chmuraecon.com)  
216.357.4730 Ext. 211  
[www.chmuraecon.com/JobsEQ](http://www.chmuraecon.com/JobsEQ)

Great data. Better decisions.



From: Leslie Peterson

**Sent:** Tuesday, August 22, 2017 8:10 PM

**To:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>

**Cc:** Chris Chmura <[chris.chmura@chmuraecon.com](mailto:chris.chmura@chmuraecon.com)>; Kyle West <[kyle.west@chmuraecon.com](mailto:kyle.west@chmuraecon.com)>; Christine Stiegmann <[christine.stiegmann@chmuraecon.com](mailto:christine.stiegmann@chmuraecon.com)>; Greg Chmura <[greg.chmura@chmuraecon.com](mailto:greg.chmura@chmuraecon.com)>

**Subject:** Re: EXPENSE REPORT for David in Cleveland and TAWB

Rick,

The answer to why there was no conference hotel rate available is because the event ended at noon. See the schedule below:

**August 2, 2017 5:30 pm – August 4, 2017 12:00 pm**

Under these circumstances, you should not have stayed at the hotel on August 4 but should have gotten a flight back to Cleveland.

Regarding the bar bills, below is the policy on entertainment you signed with Laura Leigh:

**Entertainment**

If a Chmura employee is entertaining a client, the employee is expected to exercise good judgement in the selection of a restaurant at a reasonable price point. If the client orders an alcoholic drink with the meal, the Chmura employee's alcoholic drink may be included in the entertainment expense.

I do not see that you had a meal with the alcohol charges. I don't know how many people were drinking each night. I can only see that \$149.85 in alcohol for a total of 3 nights.

We have these policies for a reason. We do NOT want the image of a company that hangs around bars buying drinks for customers or people we want to be our customers.

One other issue we need you to look in to on the hotel bill:

The hotel charged you for self-parking overnight for 3 nights when you took a cab to and from the hotel. Please have the hotel correct this error and submit a new invoice to Chris Stiegmann without those charges and without the bar charges.

Thanks. We value the work you do and appreciate your correcting the issues noted here.

Leslie Peterson

**From:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>

**Date:** Tuesday, August 22, 2017 at 9:58 AM

**To:** Leslie Peterson <[leslie.peterson@chmuraecon.com](mailto:leslie.peterson@chmuraecon.com)>

**Subject:** RE: EXPENSE REPORT for David in Cleveland and TAWB

No, I registered for it over a month out. When I called they told me they didn't have rooms at the conference rate the last night and I am not sure why. The cost for the last night was \$38 more than the previous 2.

**Rick Lombardo**  
Chmura Economics & Analytics  
1025 Huron Road East

Cleveland, OH 44115  
[Rick.Lombardo@chmuraecon.com](mailto:Rick.Lombardo@chmuraecon.com)  
216.357.4730 Ext. 211  
[www.chmuraecon.com/JobsEQ](http://www.chmuraecon.com/JobsEQ)

Great data. Better decisions.



**From:** Leslie Peterson  
**Sent:** Tuesday, August 22, 2017 9:56 AM  
**To:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>  
**Subject:** Re: EXPENSE REPORT for David in Cleveland and TAWB

I don't understand. Did you register late? I don't see the room rates for Aug 2 and 3.

Leslie Peterson

**From:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>  
**Date:** Tuesday, August 22, 2017 at 9:53 AM  
**To:** Leslie Peterson <[leslie.peterson@chmuraecon.com](mailto:leslie.peterson@chmuraecon.com)>  
**Subject:** RE: EXPENSE REPORT for David in Cleveland and TAWB

No... they just ran out of the rooms at the conference price for the last night.

Rick Lombardo  
Chmura Economics & Analytics  
1025 Huron Road East  
Cleveland, OH 44115  
[Rick.Lombardo@chmuraecon.com](mailto:Rick.Lombardo@chmuraecon.com)  
216.357.4730 Ext. 211  
[www.chmuraecon.com/JobsEQ](http://www.chmuraecon.com/JobsEQ)

Great data. Better decisions.



**From:** Leslie Peterson  
**Sent:** Tuesday, August 22, 2017 9:51 AM  
**To:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>  
**Subject:** Re: EXPENSE REPORT for David in Cleveland and TAWB

Did you stay one night extra? I don't understand.

Leslie Peterson

**From:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>  
**Date:** Tuesday, August 22, 2017 at 9:34 AM  
**To:** Leslie Peterson <[leslie.peterson@chmuraecon.com](mailto:leslie.peterson@chmuraecon.com)>  
**Subject:** RE: EXPENSE REPORT for David in Cleveland and TAWB

It was under the conference rate for 2 nights but the last night they were out of the conference price (hence two different invoices). The first one does have a round of drinks on it which is not included in the price on the expense report under the hotel section. The total cost for the hotel for 3 nights was \$545.41 or about \$180 per night with all the crazy taxes they put in there.

**Rick Lombardo**  
Chmura Economics & Analytics  
1025 Huron Road East  
Cleveland, OH 44115  
[Rick.Lombardo@chmuraecon.com](mailto:Rick.Lombardo@chmuraecon.com)  
216.357.4730 Ext. 211  
[www.chmuraecon.com/jobsEQ](http://www.chmuraecon.com/jobsEQ)

Great data. Better decisions.



**From:** Leslie Peterson  
**Sent:** Tuesday, August 22, 2017 9:07 AM  
**To:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>; Christine Stiegmann <[christine.stiegmann@chmuraecon.com](mailto:christine.stiegmann@chmuraecon.com)>  
**Subject:** Re: EXPENSE REPORT for David in Cleveland and TAWB

On the hotel—pretty pricy. Was that the conference rate?

Leslie Peterson

**From:** Rick Lombardo <[rick.lombardo@chmuraecon.com](mailto:rick.lombardo@chmuraecon.com)>  
**Date:** Tuesday, August 22, 2017 at 9:01 AM  
**To:** Christine Stiegmann <[christine.stiegmann@chmuraecon.com](mailto:christine.stiegmann@chmuraecon.com)>, Leslie Peterson <[leslie.peterson@chmuraecon.com](mailto:leslie.peterson@chmuraecon.com)>  
**Subject:** EXPENSE REPORT for David in Cleveland and TAWB

Hi Leslie and Chris,

Please see the attached expense report for David being in Cleveland and the TAWB Conference from earlier this month. Please let me know if you have any questions.

Thanks!

**Rick Lombardo**

Chmura Economics & Analytics  
1025 Huron Road East  
Cleveland, OH 44115  
[Rick.Lombardo@chmuraecon.com](mailto:Rick.Lombardo@chmuraecon.com)  
216.357.4730 Ext. 211  
[www.chmuraecon.com/JobsEQ](http://www.chmuraecon.com/JobsEQ)

**Great data. Better decisions.**



Deposition of Leslie Peterson Volume II, Exhibit AA

Pricing Matrix

(Marked Confidential and Filed Under Seal)